D	eirts	che	Ranc	Alex	Brown
ы.	uu	VIII O	Duist		

Deutsche	Bank	

	Account	Agreement
--	---------	------------------

	V1 INVESTMENTS LLC	
Name(s)		DB Alex. Brown LL P.O. Box 515
*	ATTN: BILL P. TSOURAPAS	Baltimore, MD 2120
Address	1301 WEST 22ND STREET, SUITE 615	
	OAK BROOK, IL 60523	- UZ3-18585
City		Account Number

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC is a subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural shall be singular.

1. Representations

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am I a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. I acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

Lagree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto; and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliverles and Settlements

Lagree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of non-delivery of a security, you are authorized to punchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith, I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. If further agree to pay the reasonable costs and expenses of collection of any amount Lowe you, including reasonable attorney's fees and court costs.

11. Liens

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such dermand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or through the exercise by any decedent's estate or representatives of any rights in the account shall be chargeable against the interest of the estate of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that:
(i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign Investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (vi) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me,

18. No FDIC Insurance, Not Obligations of Amy Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration shall be held.

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Please Complete 22a or 22b as applicable.

Social Security or Employer ID No. .

se complete 22a or 22b as applicable.	
a. Certification — Taxpayer Identification Number Certification Instructions: I will cross out item (2) below if I have been notified by the IRS that I am currently subject because I have failed to report all interest and dividends on my tax return. If I am exempt from backup withholding, here: (For further information, see "Payees and Payments Exempt from Backup Withholding" or which can be obtained from a Deutsche Banc Alex. Brown Investment Representative.)	I will write the word "Exempt
Under penalties of perjury, I certify that: (1) The number shown on this form is my connect Taxpayer Identification in number to be issued to me), and (2). I am not subject to backup withholding because (a) I am exempt from backup been notified by the Internal Revenue Service (RS) that I am subject to backup withholding as a result of a failure to dends, or (c) the IRS has notified me that I am no longer subject to backup withholding.	withholding or (b) I have not
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEME	ÎNT.
The Internal Revenue Service does not require your consent to any provision of this document other than the certifi backup withholding. If this is a Joint Account, all account owners must sign.	cations required to avoid
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK INCLUDING POSSIBLE LOSS OF THE	ITS OR OTHER OBLIGATIONS PRINCIPAL INVESTED.
THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE APPARAGRAPH 19.	1/2/2
Signature OM Mer	nber Date ///2/00
Social Security or Employer 10 No. 1 30 - 44003 ± 2	· · · · · · · · · · · · · · · · · · ·
Signature	Date
Social Security or Employer ID No.	,
Signature	Date

Per	The second of the second of the second	ident		
	rmanent Residence Address:			
				선물을 사용하는 것이 있다.
Tyr	pe of Beneficial Owner:			
Cor	untry of Incorporation or Or	ganization:		Secretary Company of the Company of
By am res in e or (suc	signing below, I hereby cert o neither a citizen nor a usid sident), (c) I have not been a effect, and (d) lam not a for (2) if signing on behalf of a c ch payee (a) is the beneficial o neither engaged, nor expec	tify under penalties of perjory, (1) lent of the U.S. (and I have not mand do not intend to be present in mor critizen or long-term resident, corporation, partnership, trust or a owner of all the income earner is	that (a) I am the beneficial or ada an election to be treated the U.S. for 183 days or mer of the United States subject to state, that I am authorized to I My Account(a) and (b) is no tents and does not expense	mer of all the income earned in My Account(s), as a resident because of my marriage to a citize a during any calendar year in which this Agreems to section 677 (relating to certain acts of expains a sign for the payee named on My Account(s) and a United States person and (3) that in either cap be, engaged during the year, in a U.S. trade or
and	of that country, if required, a	n O: U.S. Taxpayer Identification Number of the article in the applicable tre	within the meaning per is included above. Lake c	aby certify, under penalties of perjury, that I, or a yof the income tax treaty between the United S extify under penalties of perjury that the named in benefits, if any, and derives the income for wh
Und bel	der penalties of perjury, I de lief it is true, correct, and con	clare that I have examined the inf molete.	ormation provided for in Pass	igraph 22b and to the best of my knowledge and
•		LEDGE THAT I HAVE RECEIVED, REA	D AND AGREE TO THE TERMS	OF THIS AGREEMENT
The	e Internal Revenue Service do	es not require your consent to any	provision of this document of	ther than the certifications required to avoid back.
1 AC	CKNOWLEDGE THAT MUTUAL	COUNT, All account owners must su FUNDS AND OTHER SECURITIES A	RE NOT INSURED BY THE FOR	, ARE NOT DEPOSITS OR OTHER OBLIGATIONS O
	· " " · · · · · · · · · · · · · · · · ·	NO ARE SUBJECT TO INVESTMENT. PRE-DISPUTE ARBITRATION CLAUS	SV PAR BORNE POST CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONT	XSS OF THE PRINCIPAL INVESTED.
			CONTRACTOR	
	-2 -2 -2 -2 -2 -2 -2 -2	rest in the financial transfer and the street of the stree	a de sentre de característico de la como de co	Date
Soci	cial Security or Employer ID No.			
Soc	rial Committee of Committee and Its Man.			
300	an security or employer to mo.			Date
		O ODENI A MADOINI ACCOUNT		
	· ·		2.3	
lagr	ree to open a margin account with When I purchase securities o	th you and acknowledge to you that, in a on margin, I borrow money from you	· · · · · · · · · · · · · · · · · · ·	•
l agr	ree to open a margin account with When I purchase securities of collateral in my margin account.	th you and acknowledge to you that, in a on margin, I borrow money from you nt for other purposes.	· · · · · · · · · · · · · · · · · · ·	•
lagr	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte	th you and acknowledge to you that, in a on margin, I borrow money from you nt for other purposes, erest on all sums I borrow from you.	to finance that purchase; I may	y also borrow against
lagr	ree to open a margin account with When I purchase securities of collateral in my margin account of will be obligated to pay intended in may be required to deliver a	th you and acknowledge to you that, in a on margin, I borrow money from you nt for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash	to finance that purchase; I may or securities to you to maintain	y also borrow against
lagr	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay intended to pay be required to deliver a By using a margin account to	th you and acknowledge to you that, in a on margin, I borrow money from you nt for other purposes, erest on all sums I borrow from you.	or securities to you to maintain to my risk of loss.	y also borrow against
lagr	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay intended to pay be required to deliver a By using a margin account to	th you and acknowledge to you that, in a on margin, I borrow money from you at for other purposes. erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increas I will deduct all interest charges from	or securities to you to maintain to my risk of loss.	y also borrow against
Deu	ree to open a margin account with • When I purchase securities of collateral in my margin account • I will be obligated to pay inte • I may be required to deliver a • By using a margin account to • Deutsche Banc Alex, Brown representation	th you and acknowledge to you that, in a on margin, I borrow money from you at for other purposes. erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increas I will deduct all interest charges from	or securities to you to maintain to my account.	y also borrow against my loan balance, as you require.
Deu	ree to open a margin account with • When I purchase securities of collateral in my margin account • I will be obligated to pay inte • I may be required to deliver a • By using a margin account to • Deutsche Banc Alex. Brown represently current margin debit bala	th you and acknowledge to you that, in a on margin, I borrow money from you, it for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas it will deduct all interest charges from esents to me that:	or securities to you to maintain to my risk of loss. my account. tement Deutsche Banc Alex. Br	y also borrow against my loan balance, as you require. rown sends to me.
Lagr Deu	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver at By using a margin account to Deutsche Banc Alex. Brown represently current margin debit balation. Brown and total interest charge.	th you and acknowledge to you that, in a on margin, I borrow money from you, it for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas it will deduct all interest charges from esents to me that: ance will appear on each account start will charge me interest on a month!	or securities to you to maintain to my risk of loss. In a securities to you to maintain to my risk of loss. In a securities to you to maintain to my account. Itement Deutsche Banc Alex. Brown benefit and acknowledge that securities to the securities of the securities and acknowledge that securities are securities.	y also borrow against my loan balance, as you require. rown sends to me. account statement the interest rate
Deur By s Deut I AC OBL	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown repres My current margin debit bala Deutsche Banc Alex. Brown and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as princip CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTI	th you and acknowledge to you that, in a on margin, I borrow money from you, it for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas it will deduct all interest charges from esents to me that: ance will appear on each account start will charge me interest on a monthly open and carry a margin account for my, ipal or loaned to others. I also acknowle L FUNDS AND OTHER SECURITIES	or securities to you to maintain to my risk of loss. The my risk of loss. The ment Deutsche Banc Alex. Brown account. The ment Deutsche Banc Alex. Brown account will disclose on my benefit, and acknowledge that see dge that I have received, read and ARE NOT INSURED BY THE F	y also borrow against my loan balance, as you require. rown sends to me. account statement the interest rate
Deur Bys Deur I AC OBL PRIM	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown representations My current margin debit bala Deutsche Banc Alex. Brown and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as princip CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTINCIPAL INVESTED.	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increase will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly open and carry a margin account for my ipal or loaned to others. I also acknowled I. FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTERED BY, ANY BANK, AND ARE SUBTERED.	or securities to you to maintain to emy risk of loss. In a securities to you to maintain to emy risk of loss. In a secount. Itement Deutsche Banc Alex. Broy basis and will disclose on my benefit, and acknowledge that secound that I have received, read and ARE NOT INSURED BY THE FI	y also borrow against my loan balance, as you require. rown sends to me, account statement the interest rate unities in my account may be loaned to agree to the terms of this Margin Agreement.
Deur By s Deur I AC OBL PRIM	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown represedant to the securities of the security of the s	th you and acknowledge to you that, in a on margin, I borrow money from you, it for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas it will deduct all interest charges from esents to me that: ance will appear on each account start will charge me interest on a monthly open and carry a margin account for my, ipal or loaned to others. I also acknowle L FUNDS AND OTHER SECURITIES	or securities to you to maintain to emy risk of loss. In a securities to you to maintain to emy risk of loss. In a secount. Itement Deutsche Banc Alex. Broy basis and will disclose on my benefit, and acknowledge that secound that I have received, read and ARE NOT INSURED BY THE FI	y also borrow against my loan balance, as you require. rown sends to me, account statement the interest rate unities in my account may be loaned to agree to the terms of this Margin Agreement.
Deur By s Deur I AC OBL PRIM THIS Signa	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver at By using a margin account to Deutsche Banc Alex. Brown representations of the Banc Alex. Brown at the Banc Alex. Brown and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as principle CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTI NCIPAL INVESTED. S AGREEMENT CONTAINS A PRINTING	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increase will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly open and carry a margin account for my ipal or loaned to others. I also acknowled I. FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTERED BY, ANY BANK, AND ARE SUBTERED.	or securities to you to maintain to emy risk of loss. Impactount. tement Deutsche Banc Alex. Bry basis and will disclose on my benefit, and acknowledge that sec dge that I have received, read and ARE NOT INSURED BY THE FIJECT TO INVESTMENT RISK, INTERARGRAPH 19.	my loan balance, as you require. Town sends to me. account statement the interest rate purities in my account may be loaned to agree to the terms of this Margin Agreement. DIC, ARE NOT DEPOSITS OR OTHER NCLUDING POSSIBLE LOSS OF THE
Deur By s Deur I AC OBL PRIM THIS Signa	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown represedant to the securities of the security of the s	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increase will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly open and carry a margin account for my ipal or loaned to others. I also acknowled I. FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTERED BY, ANY BANK, AND ARE SUBTERED.	or securities to you to maintain to emy risk of loss. Impactount. tement Deutsche Banc Alex. Bry basis and will disclose on my benefit, and acknowledge that sec dge that I have received, read and ARE NOT INSURED BY THE FIJECT TO INVESTMENT RISK, INTERARGRAPH 19.	my loan balance, as you require. Town sends to me. account statement the interest rate curities in my account may be loaned to agree to the terms of this Margin Agreement. DIC, ARE NOT DEPOSITS OR OTHER NCLUDING POSSIBLE LOSS OF THE
Deur By s Deur I AC OBL PRIN THIS Sign	ree to open a margin account with When I purchase securities of collateral in my margin account I will be obligated to pay inte I may be required to deliver at By using a margin account to Deutsche Banc Alex. Brown representations of the Banc Alex. Brown at the Banc Alex. Brown and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as principle CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTI NCIPAL INVESTED. S AGREEMENT CONTAINS A PRINTING	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you. additional collateral consisting of cash to leverage my investments, I increase will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly open and carry a margin account for my ipal or loaned to others. I also acknowled I. FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTERED BY, ANY BANK, AND ARE SUBTERED.	or securities to you to maintain to emy risk of loss. Impactount. tement Deutsche Banc Alex. Bry basis and will disclose on my benefit, and acknowledge that sec dge that I have received, read and ARE NOT INSURED BY THE FIJECT TO INVESTMENT RISK, INTERARGRAPH 19.	my loan balance, as you require. Town sends to me. account statement the interest rate purities in my account may be loaned to agree to the terms of this Margin Agreement. DIC, ARE NOT DEPOSITS OR OTHER NCLUDING POSSIBLE LOSS OF THE
Deur By s Deut I AC OBL PRIN THIS Sign Sign Sign	ree to open a margin account with When I purchase securities of collateral in my margin account. I will be obligated to pay inte. I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown represents to Be and Benc Alex. Brown attache Banc Alex. Brown represents to Be and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as principle CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTI NCIPAL INVESTED. S AGREEMENT CONTAINS A PENATURE. Thature That I was a principle of the Banc Alex. Brown as principle of the Banc Alex. Brown are principle of the Banc Alex. Brown are principle of the Banc Alex. Brown and total interest charge. S AGREEMENT CONTAINS A PRINCIPLE of the Banc Alex. Brown as principle of the Banc Alex. Brown are principle	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly poen and carry a margin account for my ipal or loaned to others. I also acknowled, FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTRE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARBITRATI	or securities to you to maintain to emy risk of loss. my account. tement Deutsche Banc Alex. Bry basis and will disclose on my benefit, and acknowledge that sec dge that I have received, read and ARE NOT INSURED BY THE FUECT TO INVESTMENT RISK, INTERRAGRAPH 19. Member	my loan balance, as you require. Town sends to me, account statement the interest rate surities in my account may be loaned to agree to the terms of this Margin Agreement. DIC, ARE NOT DEPOSITS OR OTHER NCLUDING POSSIBLE LOSS OF THE
Deur By s Deut I AC OBL PRIN THIS Sign Sign Sign	ree to open a margin account with When I purchase securities of collateral in my margin account. I will be obligated to pay inte. I may be required to deliver a By using a margin account to Deutsche Banc Alex. Brown represents to Be and Benc Alex. Brown attache Banc Alex. Brown represents to Be and total interest charge. Signing below, I authorize you to outsche Banc Alex. Brown as principle CKNOWLEDGE THAT MUTUAL LIGATIONS OF, OR GUARANTI NCIPAL INVESTED. S AGREEMENT CONTAINS A PENATURE. Thature That I was a principle of the Banc Alex. Brown as principle of the Banc Alex. Brown are principle of the Banc Alex. Brown are principle of the Banc Alex. Brown and total interest charge. S AGREEMENT CONTAINS A PRINCIPLE of the Banc Alex. Brown as principle of the Banc Alex. Brown are principle	th you and acknowledge to you that, in a con margin, I borrow money from you at for other purposes, erest on all sums I borrow from you, additional collateral consisting of cash to leverage my investments, I increas will deduct all interest charges from esents to me that: ance will appear on each account state will charge me interest on a monthly poen and carry a margin account for my ipal or loaned to others. I also acknowled, FUNDS AND OTHER SECURITIES EED BY, ANY BANK, AND ARE SUBTRE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARE-DISPUTE ARBITRATION CLAUSE ARBITRATI	or securities to you to maintain to emy risk of loss. my account. tement Deutsche Banc Alex. Bry basis and will disclose on my benefit, and acknowledge that sec dge that I have received, read and ARE NOT INSURED BY THE FUECT TO INVESTMENT RISK, INTERRAGRAPH 19. Member	my loan balance, as you require. Town sends to me. account statement the interest rate purities in my account may be loaned to agree to the terms of this Margin Agreement. DIC, ARE NOT DEPOSITS OR OTHER NCLUDING POSSIBLE LOSS OF THE Date Date Date Date Date

Deutsche Banc Alex, Brown

Deutsche	Bank	1
		

Account	Agreement
---------	-----------

	V2 INVESTMENTS LLC	
Name(s)		DB Alex. Brown LL
	ATTN: BILL P. TSOURAPAS	P.O. Box 515 Baltimore, MD 2120
Address	1301 WEST 22ND STREET, SUITE 615	
	OAK BROOK, IL 60523	
City		Account Number

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

1. Representations

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am I a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. I acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

Lagree to notify you in writing, writing ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private camer, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. (Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s). I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto; and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. Lalso agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of non-delivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith, I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount Lowe you, including reasonable attorney's fees and court costs,

11. Liens

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatspever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that white securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the foregoing. You are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the foregoing. You are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the foregoing. You are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the foregoing or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you w

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities prior to such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or self Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me,

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration shall be held.

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Please	Complete	22a	or 22b	as	арр	licable.
	:			٠.	1.0	N 6 8 1 1 1 1 1 1

C E	ertification — Taxpayer Identification Number ertification Instructions: I will cross out item (2) below ecause I have failed to report all interest and dividently ere:	If I have been notified by the IRS that I am corre on my tax return If I am exempt from backup v Payees and Payments Exempt from Backup With	withholding. I will write the word "Exempt"			
¥	vhich can be obtained from a Deutsche Basic Alex. Brow	un investment Representative.)				
r, B	Under penalties of perjury, I certify that: (1) The number number to be issued to me), and (2) I am not subject to seen notified by the internal Revenue Service (IRS) that lends, or (c) the IRS has notified me that I am no longer	backup withholding because (a) I am exempt for I am subject to backup withholding as a result o	om backup withholding or (b) I have not			
	BY SIGNING BELOW! ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.					
j b	he Internal Revenue Service does not require your con ackup withholding. If this is a Joint Account, all accou	sent to any provision of this document other the ret owners must sign.	in the certifications required to avoid			
	ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SE OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT					
T	HIS AGREEMENT CONTAINS A PRE-DISPLUTE ARBITRATI	ON CLAUSE AT ARAGRAPH 19.				
S	ignature Mund		Member Date			
.5	ocial Security or Employer ID No.					
S	iignature		Date			
S	ocial Security or Employer ID No.					
.5	ignature.		Date.			
c	colal Canada or Employee ID No.					

m nettrer, a citizen nor a resident of the U.S. (and I have not esident), (c) I have not been and do not intend to be present a effect, and (d) I am not a fermer sitizen or long-teon reside (2) if signing on behalf of a corporation, partnership, trust- ich payee (a) is the beneficial owner of all the income earns in neither engaged, nor expect to be, or any such named pay- usiness that has effectively connected income from transact addition, if I, or any such named payee, is claiming a Unite ich named payee, is a resident of and that country. If required, a U.S. Taxpayer kientification his	f) that (a) I am the beneficial comes of all the income earned in My Account(s), (b) I made an election to be treated as a resident because of my marriage to a citizen of in the U.S. for 183 days or more during any calendar year in which this Agreement of the United States subject to section 877 (relating to certain acts of expatriation or estate, that I am authorized to sign for the payes named on My Account(s) and (in My Account(s) and (in the latest person and (3) that in either case, the payer and (a) that the payer is not and (b) is not a United States person and (3) that in either case, the payer and defends the payer is not and the payer.
ountry of incorporation or Organization: y signing below, I bereby certify under panalties of perjury, in neither a citizen nor a resident of the U.S. (and I have not sident), (c) I have not been and do not intend to be present effect, and (d) I am not a ferroer sitizen or long-term reside (2) if signing on behalf of a corporation, partnership, trustic payee (a) is the beneficial owner of all the income same in neither engaged, nor expect to be, or any such named payes sixess that has effectively connected income from transact addition, if I, or any such named payes, is a testident of an addition of the payer, is a resident of the fooding a Unite out that country. If required, a U.S. Taxpayer kientification his ages meets the requirements of the article in the applicable	i) that (a) I am the beneficial comes of all the income earned in My Account(s), (b) I made an election to be treated as a resident because of my marriage to a citizen of in the U.S. for 183 days or more during any calendar year in which this Agreement of the United States subject to section 877 (relating to certain acts of expetitation or estate, that I am authorized to sign for the payes named on My Account(s) and in My Account(s) and if in My Account(s) and (b) is not a United States person and (3) that in either case, see us not and does not expect to be, angaged during the year, in a U.S. trade or loss within My Account(s). States tax treaty benefit, I hereby certify, under penalties of perjury, that I, or any within the meaning of the income tax treaty between the United States trade.
ountry of incorporation or Organization: y signing below, I bereby certify under panalties of perjury, in neither a citizen nor a resident of the U.S. (and I have not sident), (c) I have not been and do not intend to be present effect, and (d) I am not a ferroer sitizen or long-term reside (2) if signing on behalf of a corporation, partnership, trustic payee (a) is the beneficial owner of all the income same in neither engaged, nor expect to be, or any such named payes sixess that has effectively connected income from transact addition, if I, or any such named payes, is a testident of an addition of the payer, is a resident of the fooding a Unite out that country. If required, a U.S. Taxpayer kientification his ages meets the requirements of the article in the applicable	i) that (a) I am the beneficial comes of all the income earned in My Account(s), (b) I made an election to be treated as a resident because of my marriage to a citizen of in the U.S. for 183 days or more during any calendar year in which this Agreement of the United States subject to section 877 (relating to certain acts of expetitation or estate, that I am authorized to sign for the payes named on My Account(s) and in My Account(s) and if in My Account(s) and (b) is not a United States person and (3) that in either case, see us not and does not expect to be, angaged during the year, in a U.S. trade or loss within My Account(s). States tax treaty benefit, I hereby certify, under penalties of perjury, that I, or any within the meaning of the income tax treaty between the United States trade.
y signing below, I hereby certify under panalties of perjury, in neither a citizen nor a resident of the U.S. (and I have not sident), (c) I have not been and do not intend to be present a effect, and (d) I am not a ferioer citizen or long-term resident (2) if signing on behalf of a corporation, partnership, trusts acts payes (a) is the beneficial owner of all the income earner in neither engaged, nor expect to be, or any such named payes is that has effectively connected income from transact addition, if I, or any such named payes, is claiming a Unite ich named payee, is a resident of and that country. If required, a U.S. Taxpayer identification his appointable	i) that (a) I am the beneficial owner of all the income earned in My Account(s), (b) I made an election to be treated as a resident because of my marriage to a citizen of in the U.S. for 197 days or more during any calendar year in which this Agreement of the United Status subject to section 877 (relating to certain acts of expatriation or estate, that I am authorized to sign for the payer named on My Account(s) and if My Account(s) and if My Account(s) and if My Account(s) are United States person and (3) that in either case, see is not and does not expect to be, singaged during the year, in a U.S. trade or loss within My Account(s). I States tax treaty benefit, I hereby certify, under penalties of perjury, that I, or any within the meaning of the income tax treaty between the United States index is included above. I also certify under condition of perjury that the named
on named payee, is a resident of no that country. If required, a U.S. Taxpeyer kientification his nyce meets the requirements of the article in the applicable.	within the meaning of the income tax treaty between the United State under is included above. I also certify under generalist of periors that the named
nder penalties of perjury, I declare that I have examined the elief it is true, correct, and complete.	information provided for in Paragraph 225 and to the best of my knowledge and
y signing below i acknowledge that i have received, r	EAD AND AGREE TO THE TERMS OF THIS AGREEMENT.
re Internal Revanue Service does not require your consent to	my provision of this document other than the certifications required to avoid backup
ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIE	SARE NOT INSURED BY THE FOIC. ARE NOT DEPOSITS OR OTHER ORI IGATIONS OF O
HS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLA	2/7 L9868 D TO BERCHE ROSE OF TRANSPER AND THE CONTROL OF THE TOTAL OF THE CONTROL OF THE CONTRO
ghature	Pate
onature	Date
orial Somethy of Employee ID No.	
· · · · · · · · · · · · · · · · · · ·	
• I will be obligated to pay interest on all sums I borrow from y	ou.
• I may be required to deliver additional collateral consisting of ca	ish or securities to you to maintain my loan balance, as you require.
By using a margin account to leverage my investments, I increase.	ease my risk of loss.
 Deutsche Banc Alex. Brown will deduct all interest charges fr 	om my account.
eutsche Banc Alex. Brown represents to me that:	
•	
and total interest charge.	thly basis and will disclose on my account statement the interest rate
r signing below, I authorize you to open and carry a margin account for a autsche Banc Alex, Brown as principal or loaned to others. I also ackno	my benefit, and acknowledge that securities in my account may be loaned to wledge that I have received, read and agree to the terms of this Margin Agreement.
NCKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITI BLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE:S RINCIPAL INVESTED.	ES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER UBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE
IIS AGREEMENT CONTAINS A RE-DISPLIFE ARBITRATION CLAUS	E AT PARAGRAPH 19.
power file file	, Member Date //- 2 - 00
offature	Date
gnature	Date
	Identification Number designated for this account and a representation regarding the applicability this certification, it will be required to withhold a portion of all payments to this account.
	SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, Re-Internal Revenue Service does not require your consent to: Inholding. If this is a Joint Account, all account owners must CKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIE BARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT IS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAN Internal Security or Employer ID No. Pature CIAL Security or Employer ID No. E READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT OF THE TOP OPEN ACCOUNT OF THE

Deutsche Banc Alex, Brown

Deutsche	Bank	

Account Agreement

	V3 INVESTMENTS LLC		
Name(s)			DB Alex. Brown LL.C P.O. Box 515
	ATTN: BILL P. TSOURAPAS		Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615		
	OAK BROOK, IL 60523		•
City		Account Number	

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "1," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC, its subsidiares, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor arn I a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. I acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk,

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

I agree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless Ladvise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto, and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities! have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith, I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

Credit Information and Investigation

Lauthorize you to obtain reports concerning my credit standing and business conduct at your discretion. Lalso authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount I owe you, including reasonable attorney's fees and court costs.

11. Liens

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, self and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchases, or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. Funderstand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or through the exercise by any decelent's estate or representatives of any rights in the account shall be chargeable against the interest of the survivor(s) as well as against the interest of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose servicies are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (vi) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

I acknowledge that the advice provided to me by your employees may differ from the advice or the tirring or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown, if any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Please Complete 22a or 22b as applicable.

Certification — Taxpayer Identification Number		
Certification instructions: I will cross out item; (2) below if I have because I have failed to report all interest and dividends on my tal	een notified by the IRS that Lam curren : return. If Lam exemps from backup w	tly subject to backup withholding thholding: I will write the word "Exem
here: (For further information, see "Payees and	Payments Exempt from Backup Withh	olding" on IRS Form W-9, a copy of
which can be obtained from a Deutsche Banc Alex. Brown Investor	in anggong perdagan bangganggan ngganggan ngganggan kalang at ang ang ing ing ang ang ang ang ang ang ang ang	
Under penalties of perjury, I certify that: (1) The number shown a number to be issued to me), and (2) I am not subject to backup of	it des total simy correct languages toer Turbolding because (a) lann exempt tro	mication withholding or (b) I have not
been notified by the Internal Revenue Service (IRS) that I am subje	ct to backup withholding as a result of	a failure to report all interest or divi-
dends, or (c) the IRS has notified the that I am no longer subject to		
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, REV	ND AND AGREE TO THE TERMS OF THIS	AGREEMENT.
T <u>ES</u> , A PEC A RESEARCH AC RESEARCH AC DE RESEARCH RESEARCH RESEARCH RESEARCH CHARLES PROCESSES AND ACCESSES	NOTES CONTROL OF THE	
The Internal Revenue Service does not require your consent to air backup withholding. If this is a Joint Account, all account owners	provision of this document other than must sign.	the certifications required to avoid
The Internal Revenue Service does not require your consent to an backup withholding. If this is a Joint Account, all account owners I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVEST	must sign. Are not insured by the FDIC, are n	OT DEPOSITS OR OTHER OBLIGATIONS
backup withholding. If this is a Joint Account, all account owners I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES.	THE SIGN. ARE NOT INSURED BY THE FDIC, ARE N TMENT RISK, INCLUDING POSSIBLE LO	OT DEPOSITS OR OTHER OBLIGATIONS
backup withholding. If this is a Joint Account, all account primers I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVES	THE SIGN. ARE NOT INSURED BY THE FDIC, ARE N TMENT RISK, INCLUDING POSSIBLE LO	OT DEPOSITS OR OTHER OBLIGATIONS
backup withholding. If this is a Joint Account, all account primers I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES. OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTHIS AGREEMENT CONTAINS A FRE-DISPUTE ARBITRATION CLAUS	THE SIGN. ARE NOT INSURED BY THE FDIC, ARE N TMENT RISK, INCLUDING POSSIBLE LO	OT DEPOSITS OR OTHER OBLIGATIONS SS OF THE PRINCIPAL INVESTED.
backup withholding. If this is a Joint Account, all account owners I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES. OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVEST THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUS Signature	THE SIGN. ARE NOT INSURED BY THE FDIC, ARE N TMENT RISK, INCLUDING POSSIBLE LO	OT DEPOSITS OR OTHER OBLIGATIONS SS OF THE PRINCIPAL INVESTED.
backup withholding. If this is a Joint Account, all account owners I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES. OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVEST THIS AGREEMENT CONTAINS A FRE-DISPUTE ARBITRATION CLAUS Signature Social Security or Employer ID No.	THE SIGN. ARE NOT INSURED BY THE FDIC, ARE N TMENT RISK, INCLUDING POSSIBLE LO	OT DEPOSITS OR OTHER OBLIGATIONS SS OF THE PRINCIPAL INVESTED. , Member Date 1/-2-00

	smanent Residence Address:
٠.	
	pe of Beseticial Owner:
¢	turity of Incorporation or Organization:
E 8 F 11 C 5	signing below, I hereby certify under penalties of perjury, (1) that (a) I am the beneficial owner of all the income earned in My Account neither a citizen nor a resident of the U.S. (and I have not made an election to be treated as a resident because of my marriage to a disident), (c) I have not been and do not intend to be present in the U.S. for 183 days or more during any calendar year in which this Agreifect, and (d) I am not a former citizen or long-term resident of the United States subject to section 877 (relating to certain acts of ex (2) if signing on behalf of a corporation, partnership, trust or estate, that I am authorized to sign for the payee named on My Account of payee (a) is the beneficial owner of all the income earned in: My Account (5) and (b) is not a United States person and (3) that in eith neither engaged, nor expect to be, or any such named payee is not and does not expect to be, angaged during the year, in a U.S. transies that has effectively connected income from transactions within My Account(s).
li S a	addition, if L or any such named payes, is claiming a United States tax treaty benefit. I hereby certify, under panalties of perjury, that is the meaning of the Income tax treaty between the United that country. If required, a U.S. Taxpayer Identification Number is included above, I also certify under penalties of perjury that the nayee meets the requirements of the article in the applicable treaty dealing with limitations on benefits, if any, and derives the income for treaty benefits are claimed.
ļ	ider penalties of perjury. I declare that I have examined the information provided for in Paragraph 226 and to the best of my knowledg lief it is true, correct, and complete.
T	SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT. • Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid this little is a John Account, all account owners must sign.
1	CKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIO IARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.
	IS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19.
S	
S	patre
S	nature
S	patre
S	nature
S	pate
S	patre
S	pate
S	pate
S	pate
S	pate
S S A!	plate Security or Employer ID No. Date D
S S A!	Date
S S S	Date
S S A I	plate Security or Employer ID No. Exact AND SIGN BELOW TO OPEN A MARGIN ACCOUNT. Free to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. utsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge.
S S AS II	nature
S S AS I	pate Security or Employer ID No. ERAD AND SIGN BELOW TO OPEN A MARGIN ACCOUNT, gree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Lutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. Spring below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to dische Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. CKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURTIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER LIGATIONS OF, OH GUARANITEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE
S S AS II	nature
S S AS II	nature

Daniel III		17
Deutsche	Kank	-
	Luin	

Deutsche Banc Alex. Brown

Account Agreement

	TR1 INVESTMENTS LLC		
Name(s)			DB Alex. Brown LLC P.O. Box 515
	ATTN: BILL P. TSOURAPAS		Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615		
	OAK BROOK, IL 60523		
City	,	Account Number	

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest, "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am I a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. Lacknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications.

Lagree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s), in the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts; (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto, and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith, I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

Lauthorize you to obtain reports concerning my credit standing and business conduct at your discretion. Lalso authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount Lowe you, including reasonable attorney's fees and court costs.

11 Lion

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this tien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchases or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchase for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). Lunderstand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or flability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to regulire joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or through the exercise by any decedent's estate or representatives of any rights in the account shall be chargeable against the interest of the estate of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuers, guarantions or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (iv) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (iv) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

Lacknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC insurance, Not Obligations of Any Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. 1 agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

na Canamiata 22a az 22h an anmirabla

ise complete 22a or 220 as applicable.			
a. Certification — Taxpayer Identification Number Certification instructions: I will cross out item (2) below if I in because I have falled to report all interest and dividends on a here:	nny tax return. If Laim exem es and Payments Exempt	npt from backup withholding, I will from Backup Withholding" on IRS I	write the word "Exempt"
Under penalties of periusy, I certify that: (1) The number shounther to be Issued to me), and (2) I am not subject to back been notified by the Internal Revenue Service (IRS) that I am dends, or (c) the IRS has notified me that I am no longer sub	kup withholding because subject to backup withte	 ia) I am exempt from backup within liding as a result of a failure to repo 	olding or (b) I have not
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVE	D, READ AND AGREE TO T	HE TERMS OF THIS AGREEMENT.	
The Internal Revenue Service does not require your consent backup withholding. If this is a Joint Account, all account or		cument other than the certification	s required to avoid
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECUR OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT, FO			
THIS AGREEMENT CONTAINS A PRE-DISPUTE ABBITRATION (LAUSH AT PARAGRAPH 1		
Signature / Color / Co	cenus	CO-TRUSTEE; MEMBER	Date / / 2 / 200
Social Security or Surgery D No. 31	0-440035	3	1/1/
Signature // //		GO-TRUSTEE; MEMBER	Date 11/2/00
Social Security or Employer ID N			//
Signature			Date

Type of Beneficial Owner:	
ニー・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	양생들 상당장 이렇게 당하할 때문에 다른 사람들이 되는 것이 되었다.
am neither a citizen nor a resident of the U.S. (and I i resident), (c) I have not been and do not intend to be in effect, and (d) I am not a former sitizen or long-ter or (2) if signing on behalf of a corporation, partnershi such payee (a) is the beneficial owner of all the incon	perjury. (1) that (a) I am the beneficial owner of all the income earned in My Account(s), (I have not made an election to be treated as a resident because of my marriage to a citizer present in the U.S. for 183 days or more during any calendar year in which this Agreeme m resident of the United States subject to section 877 (relating to certain acts of expatrial ip, trust or estate, that I am authorized to sign for the payer named on My Account(s) and ne earned in My Account(s) and (b) is not a United States person and (3) that in either carried payer is not and does not expect to be, engaged during the year, in a U.S. trade or transactions within My Account(s).
such named payee, is a resident of and that country. If required, a U.S. Texpayer identific	a United States tax treaty benefit. I heraby certify, under penalties of perjury, that I, or a within the meaning of the income tax treaty between the United States Number is included above. I also certify under penalties of perjury that the named splicable treaty dealing with limitations on benefits, if any, and derives the income for wh
Under penalties of perjury, I declare that I have exam belief it is true, correct, and complete.	lined the information provided for in Paragraph 225 and to the best of my knowledge and
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE REC	CEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.
그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	nsent to any provision of this document other than the certifications required to avoid back:
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER S	ECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS O WESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.
THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRAT	TION CLAUSE AT PARAGRAPH 19:
Signature	Date
Social Security or Employer ID No.	
Company of the Compan	
Signature	. Date
Social Security or Employer ID No.	
ASE READ AND SIGN BELOW TO OPEN A MARGIN A	ACCOUNT.
l agree to open a margin account with you and acknowledge to	b you that, in addition to the preceding information, I understand each of the following:
 When I purchase securities on margin, I borrow more collateral in my margin account for other purposes. 	ney from you to finance that purchase; I may also borrow against
I will be obligated to pay interest on all sums I borro	ow from you,
 I may be required to deliver additional collateral consist 	isting of cash or securities to you to maintain my loan balance, as you require.
By using a margin account to leverage my investme	•
Deutsche Banc Alex, Brown will deduct all interest of	charges from my account.
Deutsche Banc Alex. Brown represents to me that:	
My current margin debit balance will appear on each	n account statement Deutsche Banc Alex. Brown sends to me.
 Deutsche Banc Alex. Brown will charge me interest and total interest charge. 	on a monthly basis and will disclose on my account statement the interest rate
By signing below, I authorize you to open and carry a margin ac Deutsche Banc Alex. Brown as principal or loaned to others. I a	count for my benefit, and advnowledge that securities in my account may be loaned to also adknowledge that I have received, read and agree to the terms of this Margin Agreement.
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, A PRINCIPAL INVESTED.	SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER NO ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE
THIS AGREEMENT CONTAINS A PRE-DISPLUDE TRANS	ON CLAUSE AT PARAGRAPH 19.
Signature	MULLICO-TRUSTEE; MEMBER Date 1/1/1/00
Signature //	CO-TRUSTEE; MEMBER Date 1//2/00
10/0/	Jane
Signature	Date
	Taxpayer Identification Nurriber designated for this account and a representation regarding the applical not reserve this certification, it will be required to withhold a portion of all payments to this account.

Deutsche Banc Alex. Brown

Deutsche	Rank		/
Dentactic	Dally	٠.	

Account Agreement

	TR2 INVESTMENTS LLC		
Name(s)			DB Alex. Brown LLC P.O. Box 515
	ATTN: BILL P. TSOURAPAS		Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615	7-7 18-81 10	
	OAK BROOK, IL 60523	113-18981-17	
City		Account Number	

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity. none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am I a senior officer of any bank. savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. l acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its cleaning house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

I agree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent. whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto; and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

i agree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith. I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

I agree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount I owe you, including reasonable attorney's fees and court costs.

11. Liens

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filling of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a fike amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form-reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or though the exercise by any decedent's estate or representatives of any rights in the account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuers, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (vi) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

Case 1:08-cv-01251

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

17. Acknowledgment of Possible Conflicts of Interest

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any Interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown, if any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict of laws provisions thereof.

21. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

aca Completa 22à ar 22h sé annlicable

Social Security or Employer ID No. _

ICU31	contribute 22a or 22b as appreciable.				
	Certification — Taxpayer Identification Number Certification instructions: I will cross out Item (2) below if I have been notified by the IRS that I am currently subject to backup withholding because I have failed to report all interest and dividencis on my tax return. If I am exempt from backup withholding, I will write the word "Exempt here:				
	Under penalties of perjury, I certify that: (1) The number shown on this form is my cornect Taxpayer Identification Number number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding because (a) I am exempt from backup withholding because (RS) that I am subject to backup withholding as a result of a falking to report dends, or (c) the IRS has notified me that I am no longer subject to backup withholding.	dding or (b) I have not			
	BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.				
	The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. If this is a Joint Account, all account owners must sign.				
	I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OF, OR-CHARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINC THIS AGREEMENT, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE ATMARAGRAPH 19.	OTHER OBLIGATIONS IPAL INVESTED.			
	Signature CO-TRUSTEE; MEMBER	·Date			
	Social Security or Cardio No.				
	Signature CO-TRUSTEE; MEMBER	Date 11/2/10			
	Social Security or Employer ID No	77			
	Signature	Date			

Type of Beneficial Owners	
Country of Incorporation or Organi	ization:
am neither a citizen nor a resident resident), (c) I have not been and d in effect, and (d) I am not a former or (2) if signing on behalf of a corp such payee (a) is the beneficial own am neither engaged, nor expect to	uncles penalties of perjury. (1) that (a) I am the beneficial owner of all the income earned in My Account(s), (b) of the U.S. (and I have not made an election to be treated as a resident because of my marriage to a citizen of one intend to be present in the U.S. for 183 days or more during any calendar year in which this Agreement citizen or long-term resident of the United States subject to section 877 (relating to certain acts of expatriation or long-term resident of the United States subject to sign for the payer named on My Account(s) and ner of all the income earned in My Account(s) and (b) is not a United States person and (3) that in either case be, or any such named payer is not and does not expect to be, engaged during the year, in a U.S. trade or acted income from transactions within My Account(s).
such named payee, is a resident of and that country. If required, a U.S.	payee, is claiming a United States tax treaty benefit, I hereby certify, under penalties of perjury, that 1, or any within the meaning of the browne tax treaty between the United State. Taxpayer Identification Number is included above: I also certify under penalties of perjury that the named the article in the applicable treaty dealing with limitations on benefits, if any, and derives the income for which
Under penalties of perjury, I declar belief it is true, correct, and complete	e that I have examined the information provided for in Paragraph 22b and to the best of my knowledge and etc.
BY SIGNING BELOW I ACKNOWLED	GE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.
withholding. If this is a Joint Accou	not require your consent to any provision of this document other than the certifications required to avoid backup rit; all account owners must sign. NDS AND OTHER SECLIRITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF
GUARANTEED BY, ANY BANK, AND A	ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19
그 그 그 그 그 가장을 선생하였다.	아들은 아이들은 사람들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이
signature	
Signature	Date
and the second s	
ASE READ AND SIGN BELOW TO C	
	ru and acknowledge to you that, in addition to the preceding information, I understand each of the following: margin, I borrow money from you to finance that purchase; I may also borrow against or other purposes
I will be obligated to pay interest	, , , , , , , , , , , , , , , , , , ,
	tional collateral consisting of cash or securities to you to maintain my loan balance, as you require.
	verage my investments, I increase my risk of loss.
 Deutsche Banc Alex. Brown will 	deduct all interest charges from my account.
Deutsche Banc Alex. Brown represent	ts to me that:
 My current margin debit balance 	e will appear on each account statement Deutsche Banc Alex. Brown sends to me.
 Deutsche Banc Alex. Brown will and total interest charge. 	charge me interest on a monthly basis and will disclose on my account statement the interest rate
By signing below, I authorize you to open Deutsche Banc Alex. Brown as principal o	and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement.
I ACKNOWLEDGE THAT MUTUAL FU	JNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER D BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE
THIS AGREEMENT CONTAINS A PRE-D Signature	DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19.
Signature	CO-TRUSTEE; MEMBER Date 1//2/07)
Signation of the second	
Signature	Date
Paragraph 22 of this Agreement includes of backup withholding. If Deutsche Ban	s a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicabili c Alex. Brown does not receive this certification, it will be required to withhold a portion of all payments to this account.

Deutsche Banc Alex. Brown

Deutsche Bank	/
---------------	---

Account Agreement

	TR3 INVESTMENTS LLC		
Name(s)			DB Alex. Brown LLC P.O. Box 515
	ATTN: BILL P. TŚOURAPAS		Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615	442 0000 40	
	OAK BROOK, IL 60523	- VD-18582-18	
City		Account Number	

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "i," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest, "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex, Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

1. Representations

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am La senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. I acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowlingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

I agree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto; and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to sell, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long," "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). Lagree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith, I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including buit not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount Lowe you, including reasonable attorney's fees and court costs.

11 Tien

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of rmy obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filing of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your additional margin, notice of sale or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15 Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities on other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or through the exercise by any decedent's estate or representatives of any rights in the account shall be chargeable against the interest of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (M) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt-securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (vi) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

I authorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a walver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown, If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

22

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Certification — Taxpayer Identification Number Certification Instructions: I will cross out item (2) below if I have been notific because I have falled to report all interest and dividends on my tax return. It here:	I am exempt from backup withholding, I will s Exempt from Backup Withholding" on IRS I	write the word "Exempt"
Under penalties of perjusy, I certify that: (1) The number shown on this for number to be issued to me), and (2) I am not subject to backup withholding been notified by the internal Revenue Service (IRS) that I am subject to backup and the IRS has notified me that I am no longer subject to backup a BY SIGNING BELOW LACKNOWLEDGE THAT I HAVE RECEIVED, READ AND A) because (a) I am mompt from backup withbo up withholding as a result of a failure to repor withholding.	lding or (b) I have not
The Internal Revenue Service does not require your consent to any provisio backup withholding. If this is a Joint Account, all account owners must sign	n of this document other than the certification	s required to avoid
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT R	INSURED BY THE FDIC, ARE NOT DEPOSITS OF SK, INCLUDING POSSIBLE LOSS OF THE PRINC	
THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARA	AGRAPH 19. CO-TRUSTEE: MEMBER	1/2/2
	SO-FROSTEE, MENIOEIX	_ Date / / d / U
	TU CO-MOSTEE, MENDEN	Date // a / U
Signature Day Manorella Social Security or Explanation No. 36-440035	CO-TRUSTEE; MEMBER	Date//2/(2)
Signature 100 100 100 100 100 100 100 100 100 10	TV	Date 11/2/10
Signature Day Manorella Social Security or England No. 36-440035	TV	Date 11/2/40

Type of Beredicial Owner: Country of Incorporation or Organization: By digning before, I hereby certify under passellide of pelips; (9) that fold am the beneficial owner of all the Income eartered in My Account(s), its arm netters a bitizen total architecture of the U.S. (and I pains not made an election to be transfer as a teachort boosco of my manager to a obtained and the non-book and do not beland to the general made in the first of the United States subject to accident grow in which the Agreement in effect, and (6) I sen not a Bernier celiptor to chept them receleting for the United States subject to accident grow in which is Agreement to the United States subject to accident grow in which the Agreement of the United States subject to accident grow in the Agreement of the United States subject to accident grow in manager of the States subject to accident grow in the Country of the United States subject to accident grow in manager of the States subject to accident grow in manager of the States subject to accident grow in manager of the States subject to accident grow in manager of the States subject to accident grow in manager of the States subject to accident grow and the Agreement of the States subject to accident grow and the Country of the States subject to accident grow and the Interest to accident grow and the Interest grow in the Interest		ermanent Residence Address:
Type of Beneficial Owner: Country of Incorporation or Organization: By signing below. I haveling certify under penaltitle of perjacy. (3) time (sp i mm the beneficial owner of all the incores seamed in My Account(s), the months of the U.S. (and i trave increased are electron to be treated as a resident because of my marriage to a citizen in reflect, and (6) arm not a former citizen in things-perm resident of the U.S. (and a city or increase driving any underside year in which this Agreement is reflect, and (6) arm not a former citizen in things-perm resident of the U.S. (a city as the U.S. (a city	_	
by displace between the interference of the control of the property of interpretation or segmentation or segme	Ŧ	/pe of Beneficial Owner:
By digning below, I hereby certify under presentities of pelion, 19 that fall 4 and the beneficial owner of all the brooms earned in My Accounted, and many the presentation of the U.S. for I have not been and do not below the best of the present in the U.S. for 150 days or record during any calendar because of the present of the U.S. for 150 days or record during any calendar year in which this Agreement in effect, and 150 jams not a fermic citizen of change they mentioned the U.S. for 150 days or record during any calendar year in which this Agreement in effect, and 150 jams not a fermic citizen of change they mentioned the U.S. for 150 days or record during any calendar year in which this Agreement in effect, and 150 jams not a fermion and acts of expertite or 150 in the beneficial covered of the benefits when mention of the U.S. for 150 days or the present of the present not and of the country of the present not control of the present not seed of the present of the present not country in the present of the present not be the present of the present not country. If required, a 14.5. Toppying kinetitication fluenth of the third or the requirements of the article in the application to the present of the present present of the presen	C	ountry of Incorporation or Organization:
such named payer, is a resident of and that country. If required, a 15.5. Taxpayer Identification Number is included above, a face optify under persistive of persist part for persistive of persistive to the remaind payer encets the requirements of the article in this applicable treaty dealing with installations on benefits, if any, and derives the remaind payer encets the requirements of the article in this applicable treaty dealing with installations on benefits, if any, and derives the remaind payer encets the require persistive of persistive persistives. Under penalities of pedjets, I declars where I have examined the information provided for in Paragraph 22b and to the best of my knowledge and heliof it is true, corriect, and complete. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND ASPEE TO THE TERNAS OF THIS AGREEMENT. The Internal Revenue Sarvice does not require good consent to any providence of this document officer than the cartifications required to avoid backup writinholding. If this is a Joint Account, all account retaines repaired sign. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT BARAGRAPH 19. Signature Date Social Security or Employer ID No. Signature Date Social Security or Employer ID No. LEASE READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT. Large to open a margin account with you and acknowledge to you to finance that purchase; I may also borrow against collected in my margin account for other purchase. I will be obligated to pay interest on all sums I borrow from you. I may be required to deliver additional collected consisting of cash or securities to you to maintain my loan belance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will charge	ar re in or st ar br	y signing below, I hereby certify under penalties of perjury. (1) that (a) I am the beneficial owner of all the income earned in My Account(s), (b) in neither a citizen nor a resident of the U.S. (and I have not made an election to be treated as a resident because of my marriage to a citizen or sident), (c) I have not been and do not intend to be present in the U.S. for 183 days or more during any calendar year in which this Agreement of the United States subject to section 877 (relating to certain acts of expatriation (d) I am not a former citizen or long-term resident of the United States subject to section 877 (relating to certain acts of expatriation (d) I am not a former citizen or long-term resident of the United States subject to section 877 (relating to certain acts of expatriation (d) I am not a former citizen or long-term resident of the United States payer named on My Account(s) and such payer (a) is the beneficial owner of all the income earned in My Account(s) and (b) is not a United States person and (3) that in either case in neither engaged, nor expect to be, or any such named payer is not and does not expect to be, engaged during the year, in a U.S. trade or usiness that has effectively connected income from transactions within My Account(s).
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT. The Isternal Revenue Service does not require your consent to any providing of this document officer than the certifications required to avoid backup withholding. If this is a Joint Account, all account overses must sign. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLIDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT BARAGRAPH 19. Signature	SE ar pa	uch named payee, is a resident of within the meaning of the income tax treaty between the United Stat and that country. If required, a U.S. Taxpayer Identification Number is included above, I also cartify under penalties of perjury that the named ayee meets the requirements of the article in the applicable masty dealing with limitations on benefits, if any, and derives the income for whic
The Instantial Revenue Service does not require your consum to any provincing of this document other than the cartifications required to avoid backup writtendring. If this is a Joint Account, all account or oriens rines sign. ACRICOMEDGE THAT MUTUAL FUNDS AND OTHER SCUPINTS ARE NOT INSURED BY THE FOIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature	Ui ba	nder penalties of perjury. I declare that I have examined the information provided for in Paragraph 22b and to the best of my knowledge and allef it is true, correct, and complete.
ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLIDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature	8,	Y SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.
GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature	TTI: Yan	re Internal Revenue Service does not require your consent to any provision of this document other than the cartifications required to avoid backup itthioding. If this is a Joint Account, all account owners must sign.
THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature	I A	ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, UARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.
Social Security or Employer ID No. Signature	Ťŀ	HIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19.
Social Security or Employer ID No. Signature	Si	gnature Date
Social Security or Employer ID No. EASE READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT. I agree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISBUTE ARBUTRATION CLAUSE AT PARAGRAPH 19. Signature. Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicabil	e.	- And Production in Progress 1, 1879, 1841
EASE READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT. I agree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: • When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. • I will be obligated to pay interest on all sums I borrow from you. • I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. • By using a margin account to leverage my investments, I increase my risk of loss. • Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: • My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. • Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. • I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISBURE ARESIDERATION CLAUSE AT PARAGRAPH 19. Signature. Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicabil	Si	cinature Date
LEASE READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT. I agree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: When I purchase securities on margin, I borrow money from you to finance that purchase: I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to defiver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPRIPE ARBERTATION CLAUSEAT PARAGRAPH 19. Signature CO-TRUSTEE; MEMBER Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.	Sr	noial Security or Employer ID No
lagree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following: When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISEMPLAR ARBEDIATION CLAUSE AT PARAGRAPH 19. Signature CO-TRUSTEE; MEMBER Date Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicabil		
When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes. I will be obligated to pay interest on all sums I borrow from you. I may be required to defiver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or joaned to others. Lalso acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPATE ARBITISTATION CLAUSE AT PARAGRAPH 19. Signature CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date Date		
I will be obligated to pay interest on all sums I borrow from you. I may be required to defiver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require. By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and advnowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPITE ARBUSATION CLAUSE AT PARAGRAPH 19. Signature Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.	,	When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against
By using a margin account to leverage my investments, I increase my risk of loss. Deutsche Banc Alex. Brown will deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPODE ARRIDMATION CLAUSE AT PARAGRAPH 19. Signature Date CO-TRUSTEE; MEMBER Date Date Date Date Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.		
Deutsche Banc Alex. Brown vill deduct all interest charges from my account. Deutsche Banc Alex. Brown represents to me that: My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPATE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature Date CO-TRUSTEE; MEMBER Date Date Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability of the paper of		. I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require.
Deutsche Banc Alex. Brown represents to me that: • My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. • Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPATE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature		
My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me. Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. Laiso acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPATE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature		Deutsche Banc Alex. Brown will deduct all interest charges from my account.
Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBURATION CLAUSE AT PARAGRAPH 19. Signature Date CO-TRUSTEE; MEMBER Date Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.	D	
and total interest charge. By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in rmy account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPATE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.		
Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement. I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature Date CO-TRUSTEE; MEMBER Date CO-TRUSTEE; MEMBER Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.		
OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED. THIS AGREEMENT CONTAINS A PRE-DISPITE ARBITRATION CLAUSE AT PARAGRAPH 19. Signature CO-TRUSTEE; MEMBER Date Date CO-TRUSTEE; MEMBER Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.		
Signature CO-TRUSTEE; MEMBER Date Date CO-TRUSTEE; MEMBER Date Date Signature Date Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicability.	O	BLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE
Signature		
Signature	Si	CO-TRUSTEE; MEMBER Date 1/2/01)
Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the applicabil		
	Si	jnatureDate

Deutsche Banc Alex, Brown

Deutsche		
Deutsche	Rank	

Account Agreement

	LA FRANCAISE BAKERY, INC.	
Name(s)		DB Alex. Brown LLC P.O. Box 515
	ATTN: BILL P. TSOURAPAS	Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615	and newful II is
	OAK BROOK, IL 60523	223-18584-16-109
City		Account Number

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, I agree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase proker, Lagree to the routining with respect to each or My Accounts) with you, in which it currently or in the ruture have an average, for the extension of credit or the purchas or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank " means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

1. Representations

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor arm I a senior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am I a member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. I acknowledge that the purchase and sale of securities entails substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

I agree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

I authorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that In so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

5. Cash Accounts.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto; and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to self, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). Lagree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other property held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith. I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

Lacknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

I agree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount Lowe you, including reasonable attorney's fees and court costs.

11. Liens

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If Lengage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filling of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to self any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, account of the property which may be short in such account, account of the property which may be short in such account, account of which is expressly waived. Any such sales or purchases may be made at your additional margin, notice of sale or purchase, or other motice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). Lunderstand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or liability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15. Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, ilability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any of us, or through the exercise by any decedent's estate or representatives of any rights in the account shall be chargeable against the interest of the survivor(s) as well as against the interest of the decedent.

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"), I acknowledge and understand that: (i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect (thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities purchased by you may be in default at the time of purchase); (vi) the Foreign Securities in question may be unrated; and (vii) such securities are not suitable for all investors.

Lauthorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by you or by other clients. I also acknowledge that: Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custotilan and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

Lunderstand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration shall be held.

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

22

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Plea

a. Certification — Taxpayer Identification Number		
Certification Instructions: I will cross out item (2) below if I have been notified by because I have failed to report all interest and dividends on my tax return. If I am here:	exempt from backup withholding, I v mpt from Backup Withholding" on II	vill write the word "Exempt
Under penalties of pegury, I certify that: (1) The number shown on this form is a number to be issued to me), and (2) I am not subject to backup withholding become notified by the internal Revenue Service (IRS) that I am subject to backup withholds, or (c) the IRS has notified me that I am no longer subject to backup withholds.	suse (a) I am exempt from backup wit ithholding as a result of a failure to re	hholding or (b) I have not
BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE	TO THE TERMS OF THIS AGREEMENT	7.
The internal Revenue Service does not require your consent to any provision of the backup withholding. If this is a Joint Account, all account owners must sign.	his document other than the certifical	ions required to avoid
I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSUI OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, II	ICLUDING POSSIBLE LOSS OF THE PR	OR OTHER OBLIGATIONS
THIS AGREEMENT CONTAINS A DRE-DISPUTE ARBITRATION CLAUSE AT ADAGRA		
Signature free 1	, OFFICER	Date//-2-00
Social Security or Employer ID No. 36-3264328		
Signature		Date
Social Security or Employer ID No.		
Signature		Date
Social Security or Employer ID No.		

1	Permanent Residence Address:
(
	Type of Beneficial Owner:
	Country of Incorporation or Organization:
i i c	By signing below, I hereby certify under penalties of perjury, (1) that (a) I am the beneficial owner of all the income earned in My Account(s), (to am neither a citizen nor a resident of the U.S. (and I have not made an election to be treated as a resident because of my marriage to a citizen resident), (c) I have not been and do not intend to be present in the U.S. for 183 days or more during any calendar year in which this Agreeme in effect, and (d) I am not a former citizen or long-term resident of the United States subject to section 877 (relating to certain acts of expatriator (2) if signing on behalf of a corporation, partnership, trust or estate, that I am authorized to sign for the payee named on My Account(s) and such payee (a) is the beneficial owner of all the income earned in My Account(s) and (b) is not a United States person and (3) that in either cas am neither engaged, nor expect to be, or any such named payee is not and does not expect to be, engaged during the year, in a U.S. trade or business that has effectively connected income from transactions within My Account(s).
ş	in addition, if I, or any such named payee, is claiming a United States tax treaty benefit, I hereby certify, under penalties of perjury, that I, or any such named payee, is a resident of
ţ	Under penalties of perjury, I declare that I have examined the information provided for in Paragraph 22b and to the best of my knowledge and selief it is true, correct, and complete.
E	BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.
	The internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backu withholding. If this is a Joint Account, all account owners must sign.
1	ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.
Ţ	THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 19.
Ş	Signature Cate
	Social Security or Employer ID No.
	Signature Date
٤	Social Security or Employer ID No.
Α	SE READ AND SIGN BELOW TO OPEN A MARGIN ACCOUNT.
I	agree to open a margin account with you and acknowledge to you that, in addition to the preceding information, I understand each of the following:
	 When I purchase securities on margin, I borrow money from you to finance that purchase; I may also borrow against collateral in my margin account for other purposes.
	• I will be obligated to pay interest on all sums I borrow from you.
	 I may be required to deliver additional collateral consisting of cash or securities to you to maintain my loan balance, as you require.
	By using a margin account to leverage my investments, I increase my risk of loss.
	Deutsche Banc Alex. Brown will deduct all interest charges from my account.
Ĺ	Deutsche Banc Alex. Brown represents to me that:
	 My current margin debit balance will appear on each account statement Deutsche Banc Alex. Brown sends to me.
	 Deutsche Banc Alex. Brown will charge me interest on a monthly basis and will disclose on my account statement the interest rate and total interest charge.
	By signing below, I authorize you to open and carry a margin account for my benefit, and acknowledge that securities in my account may be loaned to Deutsche Banc Alex. Brown as principal or loaned to others. I also acknowledge that I have received, read and agree to the terms of this Margin Agreement.
ļ	ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OTHER DELIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.
	THIS AGREEMENT CONTAINS A PRECUSPUTE ARBITRATION CLAUSE AT PARAGRAPH 19. Gignature / Date //-2-00
	SignatureDate
	SignatureDate
	Paragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the application
	aragraph 22 of this Agreement includes a certification of the Taxpayer Identification Number designated for this account and a representation regarding the application withholding. If Deutsche Banc Alex. Brown does not receive this certification, it will be required to withhold a portion of all payments to this account.

Deutsche Banc Alex, Brown

Deutsche		-	
Deutsche	Bank	1	

Account Agreement

	TRINITY INVESTMENT PARTNERSHIP	- white white	
Name(s)		<u></u>	DB Alex. Brown LLC P.O. Box 515
· · · · · · · · · · · · · · · · · · ·	ATTN: BILL P. TSOURAPAS		Baltimore, MD 21203
Address	1301 WEST 22ND STREET, SUITE 615		
	OAK BROOK, IL 60523	_	
City		Account Number	

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT IN THE ENCLOSED ENVELOPE.

In consideration of DB Alex. Brown LLC (referred to herein as "Deutsche Banc Alex. Brown") accepting the Account(s) of the Undersigned, and agreeing to act as my broker, Lagree to the following with respect to each of My Account(s) with you, in which I currently or in the future have an interest, for the extension of credit or the purchase or sale of securities, options or other property. Throughout this Agreement, "I," "me," "my," "we" and "us" and "the undersigned" refer to the person(s) whose signature(s) appear(s) below and all others who are legally obligated on this account. "Account(s) of the Undersigned" and "My Account(s)" shall mean each and every account in the name of the undersigned and each and every account in which the undersigned may have an interest. "You" and "your" refer to DB Alex. Brown LLC, its subsidiaries, affiliates, officers, directors, agents and employees. DB Alex. Brown LLC is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof (whether for present or future delivery), owned by the undersigned or in which the undersigned has an interest. Where the context requires, the singular shall be plural and the plural shall be singular.

Unless I have advised you otherwise in writing, I represent that I am of legal age, that I am not an employee or member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), the National Association of Securities Dealers, Inc., or of any broker-dealer, nor am La seriior officer of any bank, savings and loan institution, insurance company, registered investment company, registered investment advisory firm or institution that purchases securities, nor am ta member of the immediate family of such a person. I further represent that I am financially capable of satisfying any obligations undertaken through My Account(s) and that no one except the persons named on the account(s) has any interest in the account(s). I will promptly notify you in writing if any of the above circumstances change. acknowledge that the purchase and sale of securities entalls substantial economic risk, and I represent to you that I knowingly and willingly assume such risk.

2. Applicable Rules and Regulations

All transactions in My Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Transactions shall also be subject to the provisions of federal and state securities laws, as amended, and to the rules and regulations of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System. You shall not be liable for any loss caused directly or indirectly by your compliance with such rules or regulations or by government restrictions, exchange or market rulings, suspension of trading, war, or other conditions beyond your control.

3. Confirmations, Statements and Written Communications

l agree to notify you in writing, within ten (10) days of your sending me a confirmation, of any objection I have to any transaction in My Account(s). In the absence of such written notification, I agree that all transactions for My Account(s) will be final and binding on me. Confirmations of transactions, as well as other communications, may be sent to the address I provided to you or to such other address I may hereafter give to you in writing, and all communications so sent, whether by mail, private camer, facsimile, messenger or otherwise, shall be deemed given to me, whether actually received or not. Unless I advise you in writing to the contrary, you may disclose my name and address to the issuers of securities which you hold for me.

4. Aggregation of Orders and Average Prices

Lauthorize you, at your discretion, to aggregate orders for My Account(s) with other customer orders. I recognize that in so doing, I may receive an average price for my orders which may be different from the price(s) I might have received had my orders not been aggregated. I understand that this practice may also result in my orders being only partially completed.

This paragraph relates to and is effective solely with respect to cash accounts: (i) The undersigned will promptly make full cash payment for each security purchased, unless funds sufficient therefor are already held in the account; (ii) the undersigned does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) the undersigned will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto, and (iv) the undersigned will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market,

6. Short and Long Orders; Deliveries and Settlements

Lagree that, in giving orders to self, all "short" sales will be designated by me as "short" and all other sales will be designated by you as "long." "Short sale" means any sale of a security not owned by me or any sale that is consummated on settlement date by delivery of a borrowed security. I also agree that you may, at your discretion, immediately cover any short sales in My Account(s), without prior notice. My failure to designate a sale order as "short" is a representation on my part that I own the security free of restriction, and if the security is not in your possession at the time of the sale, I agree to deliver the security to you by settlement date. In case of nondelivery of a security, you are authorized to purchase the security to cover my position and charge any loss, commissions and fees to My Account(s). I agree that if you fail to receive payment for securities I have purchased you may, without prior demand or notice, sell those securities or other preperty held by you in any of My Account(s)s with you and any loss resulting therefrom will be charged to such account(s). I authorize you, at your discretion, to request and obtain extension(s) of my time to make payment for securities I purchase, as provided for by Federal Reserve Bank Regulation T.

7. Authority to Borrow

In case of the sale of any security or other property by you at my direction and your inability to timely deliver the same to the purchaser by reason of my failure to supply you therewith. I authorize you to purchase or borrow any security or other property necessary to make the required delivery, and I agree to be responsible for any loss or cost, including interest, which you sustain as a result of my failure to make delivery to you.

8. Interest Charges

I acknowledge that debit balances in my cash or margin account, including but not limited to those arising from my failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with your usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions. I acknowledge receipt of your statement regarding interest charges and that you may charge an account maintenance fee with respect to inactive accounts.

9. Credit Information and Investigation

I authorize you to obtain reports concerning my credit standing and business conduct at your discretion. I also authorize you and any affiliate of Deutsche Bank (including, without limitation, Deutsche Bank AG) to share among such affiliates such information and any other confidential information you and such affiliate(s) may have about me and My Account(s).

10. Satisfaction of Indebtedness

Lagree to satisfy, upon demand, any indebtedness, including any interest and commission charges. I further agree to pay the reasonable costs and expenses of collection of any amount I owe you, including reasonable attorney's fees and court costs.

11. Lion

I hereby grant to you and all affiliates of Deutsche Bank AG a security interest in all securities and other property in your possession or in the possession of any of your affiliates in which I have an interest in order to secure any and all indebtedness or any other of my obligations to you or any affiliate of Deutsche Bank AG. All such securities and other property shall be held as security for the payment of any such obligations or indebtedness in any account with you in which I have an interest, and you may, in your discretion, at any time and without prior notice, sell and/or transfer any or all securities and other property in order to satisfy such obligations. In enforcing this lien, you shall have the discretion to determine which securities and property are to be sold and/or which contracts are to be closed.

12. Margin Maintenance, Calls for Additional Collateral, Liquidations and Covering Short Positions

If I engage in margin transactions, I will maintain such securities and other property in My Account(s) for margin purposes as you shall require from time to time in your sole discretion for any reason whatsoever. You shall have the right in accordance with your general policies regarding margin maintenance requirements, as such may be modified or amended from time to time, to require additional collateral or the liquidation of any securities and other property whenever in your sole discretion you consider it necessary for your protection. You may do so under circumstances which include, but are not limited to, the failure to promptly meet any call for additional collateral, the filling of a petition in bankruptcy, the appointment of a receiver by or against me or the attachment or levy against any account with you in which I have an interest. In such event, you are authorized to sell any and all securities and other property in any of My Account(s) with you whether carried individually or jointly with others, to buy all securities or other property which may be short in such account, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted or at public auction or private sale, and you may be the purchaser for your own account. I understand that any prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as provided herein.

13. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all securities and other property now or hereafter held, carried or maintained by you in your possession that have not been fully paid for or are held in a margin account may be lent, either to yourself or to others, pledged and repledged by you, without notice to me, either separately or in common with other securities and other property of your other customers for any amount due in any account with you in which I have an interest, or for any greater amount, and you may do so without retaining in your possession or control for delivery a like amount of similar securities or other property. I understand that while securities held for My Account(s) are loaned out, I will lose voting rights attendant to such securities.

14. Correspondent Account; No Agency

If My Account(s) has been introduced to you by arrangement with another broker-dealer, you are authorized to accept from such other broker-dealer, without inquiry or investigation by you (i) orders for the purchase or sale of securities or other property for My Account(s), on margin or otherwise, and (ii) any other instructions concerning My Account(s). I understand and agree that such other broker-dealer is not your agent and that you shall have no responsibility or ilability to me for any acts or omissions of such other broker-dealer, its officers, employees or agents.

15 Joint Accounts

If this is a Joint Account, we agree that each of us shall have authority with respect to this account to deal with you as if each of us alone were the account owner, all without notice to the other account owner(s). We agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account. You may follow the instructions of any of us concerning this account and make deliveries to any of us, of any or all property and payment, even if such deliveries and/or payments shall be made to one of us personally, and not to all of the account owners. You shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and you shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any of us. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account, www. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account, www. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account, www. Notwithstanding the foregoing, you are authorized, in your discretion, to require joint action by all of the account, www. Notwithstanding the giving or cancellation of orders and the withdrawal of monies, securities or other property. We agree that our account will be carried on your books in the form reflected by the above account name. In the event of the death of any of us, the survivor(s) shall immediately give you written notice thereof, and you may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the account as you may deem advisable to protect you against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any

16. Foreign Securities

With respect to debt or equity securities of non-U.S. issuers or debt or deposit instruments of non-U.S. banks ("Foreign Securities"). I acknowledge and understand that:
(i) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on a U.S. securities exchange; (ii) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions, and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes; (iii) Foreign Securities, and the issuer, guarantors or other obligors with respect thereto ("Obligors") are subject to a variety or risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc.; (iv) there is often less information available regarding Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws; (v) there may be no effective means to determine if an Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and you specifically acknowledge that Foreign Securities procedure and (vii) such securities are not suitable for all investors.

Lauthorize Deutsche Banc Alex. Brown to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an affiliate of Deutsche Bank AG. In dealing with such affiliates, such affiliates may take their normal commissions, spreads or other fees without regard to Deutsche Banc Alex. Brown's relationship with me.

17. Acknowledgment of Possible Conflicts of Interest

I acknowledge that the advice provided to me by your employees may differ from the advice or the timing or nature of action recommended by or taken by other individuals or groups at Deutsche Banc Alex. Brown and/or affiliates of Deutsche Bank AG, whether acting as principal or agent. I understand that you provide investment advice, portfolio management and execution services for many clients and, in addition, act as principals in various markets. Given these different roles, individuals and groups at Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG are seldom of one view as to an investment strategy and will often pursue differing or conflicting strategies. Your employees shall have no obligation to recommend to me or inform me of strategies being pursued by your employees. Brown and affiliates of Deutsche Bank AG may perform services for or solicit business from Issuers whose securities are recommended by your employees; Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG may be paid fees by Registered Investment Companies or other investment vehicles, including without limitation fees for acting as investment advisor, administrator, custodian and transfer agent; and Deutsche Banc Alex. Brown and affiliates of Deutsche Bank AG act as brokers, principals, and/or market makers in certain markets and may do so in transactions with me.

18. No FDIC Insurance, Not Obligations of Any Bank

I understand that the assets in My Account(s) are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s).

The assets in My Account(s) (including all related cash balances and shares of any mutual fund) are not deposits or other obligations of Deutsche Bank AG or any other bank, are not guaranteed by Deutsche Bank AG and are not insured by the Federal Deposit Insurance Corporation ("FDIC").

I may from time to time be offered investment products as to which Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be subject to FDIC insurance. I will assume they are not subject to FDIC insurance and that such products may not be protected as to principal or interest unless Deutsche Bank AG states in writing that a particular product is subject to FDIC insurance.

19. Arbitration

I understand that: (1) Arbitration is final and binding on the parties. (2) The parties are waiving their right to seek remedies in court, including the right to jury trial. (3) Pre-arbitration discovery is generally more limited than and different from court proceedings. (4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. (5) The panel of arbitrators would typically include a minority of arbitrators who were or are affiliated with the securities industry.

Lagree to arbitrate with you any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with you, to the construction, performance or breach of any agreement with you, or to transactions with or through you, only before the New York Stock Exchange or the National Association of Securities Dealers Regulation, Inc., at my election. I agree that I shall make my election by registered mail to you, at P.O. Box 515, Baltimore, MD 21202, Attention Director of Compliance. If my election is not received by you within ten (10) calendar days of receipt of a written request from you that I make an election, then you may elect the forum before which the arbitration shall be held.

Neither you nor I waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the punitive class action until (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver or any rights under this agreement except to the extent stated herein.

20. Miscellaneous

This Agreement shall be binding upon my heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of your successors and assigns to whom you may transfer My Account(s). This Agreement contains the entire understanding between us concerning the subject matter of this Agreement. I agree that Deutsche Banc Alex. Brown has the right to amend this Agreement at any time by sending written notice of such amendment to me. Any such amendment shall be effective as of the date established by Deutsche Banc Alex. Brown. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.

21. Paragraph Headings

2

Please Complete 22a or 22b as applicable.

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

2a.	Certification — Taxpayer Identification Number
	Certification instructions: I will cross out item (2) below if I have been notified by the IRS that I am currently subject to backup withholding
	because I have failed to report all interest and dividends on my tax return. If I am exempt from backup withholding, I will write the word "Exempt here:(For further information, see "Payees and Payments Exempt from Backup Withholding" on IRS Form W-9, a copy of which can be obtained from a Deutsche Banc Alex. Brown Investment Representative.)
	Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am arompt from backup withholding or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a fallure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
	BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND AGREE TO THE TERMS OF THIS AGREEMENT.
	The internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. If this is a Joint Account, all account owners must sign.
	I ACKNOWLEDGE THAT MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE PDIC, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK, AND ARE SUBJECT TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.

THIS AGREEMENT CONTAINS A P	DEDISTUTE ARBI	TRATION CLAUS	SE AT PARA			16
Signatura	1/2-		16	836 X 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Member: Partner	Day4/2/60
Social Security or Employer ID N	a see a	to the second country of the second con-				
Signature						Date
Social Security or Employer ID No						
Signature					· · · · · · · · · · · · · · · · · · ·	Date
Social Security or Employer ID No.		A A A		11 412 44 1		

Permanent Residence Address:	그러 가는 하나 하는 그 그런 사람들이 없었다.		ひにがしたけんりかしんびょう きょうりょうしゃ	
Type of Beneficial Owner:				
Country of Incorporation or Organi				
By signing below, I hereby certify users an neither a citizen nor a resident resident), (c) I have not been and d in effect, and (d) I am not a former or (2) if signing on behalf of a corpusuch payee (a) is the beneficial own am neither engaged, nor expect to business that has effectively comes	under penalties of perjury, of the U.S. (and I have no to not intend to be present citizen or long-term resid oration, partnership, brist ner of all the income sem- be, or any such manned to	(f) that (a) I am the ben it made an election to be t in the U.S. for 183 day ent of the United States or estate, that I am out of in My Account(s) and avec is not and does not	eficial owner of all the incon treated as a resident becau- s or more during any calends subject to section 877 (relati horized to sign for the payer (b) is not a United States po- ament to be, endaged during	ie samed in My Account(s), (b) is of my marriage to a citizen ir year in which this Agreement ing to certain acts of expatriati named on (My Account(s) and isson and (3) that in either cass
In addition, if I, or any such named such named payee, is a resident of and that country. If required, a U.S. payee meets the requirements of t the treaty benefits are claimed.	. Taxpayer klentification N	within the lumber is included abov	meaning of the income tax e. I also certify under penalti	treaty between the United Sta es of perjury that the named
Under penalties of perjury, I declare belief it is true, correct, and comple		e information provided f	or in Paragraph 22b and to t	e best of my knowledge and
BY SIGNING BELOW I ACKNOWLED		READ AND AGREE TO TH	IF TERMS OF THIS AGREEMEN	in.
The Internal Revenue Service does n	not require your consent to	any provision of this do	화생기 발생하다 수가 나는 일 일 수 있었다.	A contract of the contract of
withholding. If this is a Juint Accou I ACKNOWLEDGE THAT MUTUAL FUI	NDS AND OTHER SECURIF	IES ARE NOT INSURED B		
guaranteed by, any bank, and a This agreement contains a pre-			APB 2000 25 N 30 A 3 K A 3 A 5 P 1 A 7	ar invester.
Signature				Date
Social Security or Employer ID No	(1) . ((A. 2) (2)	a ta da	(1985년) 1980년 (1985년 - 1985년 1987년) 1980년 (1986년 1987년) 1980년 (1986년 1987년) 1980년 (1986년 1986년 1986년 1986년 198	vid vida kilot i v
그리다 가지 하기 가장 가장 하면 없다면 하는 것이 없다.		69080888998988988989999	19. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18	看似的身成 化二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十
SignatureSocial Security or Employer (12) No				Date
ASE READ AND SIGN BELOW TO C I agree to open a margin account with yo	DPEN A MARGIN ACCOU	NT.		f the following:
When I purchase securities on a collateral in my margin account for		n you to finance that purc	nase; I may also borrow against	:
I will be obligated to pay interes	t on all sums I borrow from	you.		
 I may be required to deliver addit 	donal collateral consisting of	cash or securities to you tr	maintain my loan balance, as y	you require.
 By using a margin account to lev 	verage my investments. I in	crease my risk of loss.		
 Deutsche Banc Alex. Brown will 	I deduct all interest charges	from my account.		
Deutsche Banc Alex. Brown represen	,			
 My current margin debit balance 	will appear on each accour	nt statement Deutsche Ba	nc Alex. Brown sends to me.	
 Deutsche Banc Alex. Brown will and total interest charge. 	I charge me interest on a m	onthly basis and will disclo	ose on my account statement t	ne interest rate
By signing below, I authorize you to open Deutsche Banc Alex. Brown as principal o				
I ACKNOWLEDGE THAT MUTUAL FL OBLIGATIONS OF, OR GUARANTEEL PRINCIPAL INVESTED.	JNDS AND OTHER SECUR D BY, ANY BANK, AND ARE	ITIES ARE NOT INSURED SUBJECT TO INVESTME	BY THE FDIC, ARE NOT DEPO INT RISK, INCLUDING POSSIB	OSITS OR OTHER LE LOSS OF THE
THIS AGREEMENT CONTAINS A PRE-	DISPUTE ARBITRATION CLAI	USE AT BARAGRAPH 19.		
Signature /	2-2-c-	, Member; I	Partner Date	100
Signature			Date	<u> </u>
Signature			Date	
•	s a certification of the Taxpay	or Identification Number de	ionated for this associat and a re-	ere a attatla e va cordina ithe sandiscib

EXHIBIT 9

IN THE CIRCUIT	COURT OF COOK COUNTY, ILLINOIS
COUNTY	DEPARTMENT, LAW DIVISION

Filed 08/13/2008

Konstantinos Vadevoulis, Jim Vadevoulis, Paul Vadevoulis, PDJ Inc., f/k/a LaFrancaise Bakery, Inc., an Illinois corporation, Plaintiffs,

William Tsourapas and EVC, Inc., d/b/a Exit Value Consulting, Inc., an Illinois Corporation, Defendants.

No. 2008L001738 IALENDAR/ROOM U _ 0<u>0:</u> 00 _

CIVIL ACTION COVER SHEET - CASE INITITATION

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. ONLY ONE (1) CASE TYPE MAY BE CHECKED WITH THIS COVER SHEET.

Jury Demand Yes No

<u>PERSONAL IN</u>	JURY/WRON	GFUL DEATH
CASE TYPES:		<u>J. J. D. D. I. I. I.</u>

- - ☐ 027 Motor Vehicle
 - □ 040 Medical Malpractice
 - ☐ 047 Asbestos
 - ☐ 048 Dram Shop
 - ☐ 049 Product Liability
 - □ 051 Construction Injuries (including Structural Work Act, Road Construction Injuries Act and negligence)
 - ☐ 052 Railroad/FELA
 - ☐ 053 Pediatric Lead Exposure
 - Off Other Personal Injury/Wrongful Death
 - ☐ 063 Intentional Tort
 - ☐ 064 Miscellaneous Statutory Action (Please Specify Below**)
 - ☐ 065 Premises Liability
 - □ 078 Fen-phen/Redux Litigation
 - 199 Silicone Implant

TAX & MISCELLANEOUS REMEDIES **OTHER ACTIONS**

CASE TYPES:

- ☐ 007 Confession of Judgment
- □ 008 Replevin
- **009** Tax
- □ 015 Condemnation
- □ 017 Detinue
- ☐ 029 Unemployment Compensation
- ☐ 036 Administrative Review Action
- □ 085 Petition to Register Foreign Judgment
- □ 099 All Other Extraordinary Remedies

	;	S10 R
		(FILE STAMP)
COMN	ŒRC	CIAL LITIGATION C
CASE TY		
Z	002	Breach of Contract
	070	Professional Malpractice
		(other than legal or medical)
	071	Fraud
	072	Consumer Fraud
	073	Breach of Warranty
	074	Statutory Action
		(Please Specify Relow**)

□ 075 Other Commercial Litigation

☐ 076 Retaliatory Discharge

(Please Specify Below**)

CASE TYPES:

- O62 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- П 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
 - Petition for Discovery

 \mathbf{Bv} : Scott F. Hessell/Sperling & Slater, P.C.

	575	100	
IN THE CIRCUIT COURT OF COOK COUNTY, ILLI	NOIS		est "
COUNTY DEPARTMENT - LAW DIVISION		میر میر	

Konstantinos Vadevoulis, Jim Vadevoulis, Paul Vadevoulis, PDJ Inc., f/k/a LaFrancaise Bakery, Inc., an Illinois corporation,	
Plaintiffs,)
) No:
William Tsourapas and EVC, Inc., d/b/a Exit Value Consulting, Inc., an Illinois corporation,) Jury Trial Demanded)
Defendants.) 2008L001738) CALENDAR/ROOM V Time 00:00
COM	MAINT Presch of Control

Plaintiffs Konstantinos Vadevoulis, Jim Vadevoulis, and Paul Vadevoulis (collectively the "Vadevoulises"), and PDJ Inc., f/k/a LaFrancaise Bakery, Inc., hereby complain against defendant William Tsourapas and EVC, Inc. as follows:

Nature of the Case

1. The Vadevoulises asked Tsourapas to provide tax, estate planning, and transactional advice in connection with the sale of LaFrancaise. Although this contract was never reduced to writing, Tsourapas agreed. Plaintiffs agreed to pay Tsourapas reasonable compensation for these services, but the parties never agreed on a set amount. At the closing of LaFrancaise, Tsourapas (who had control over LaFrancaise funds) arranged to pay himself \$300,000 for these services—an amount plaintiffs never approved. Moreover, Tsourapas arranged for the Vadevoulises and/or LaFrancaise to pay \$400,000 for "escrow insurance" that was of no benefit to the Vadevoulises or LaFrancaise. It is believed some or all of this \$400,000 was kicked back to Tsourapas.

Finally, Tsourapas arranged for plaintiffs to participate in a tax strategy arranged by Jenkens & Gilchrist. The tax strategy, however, was designed not to minimize plaintiffs' taxes, but to maximize fees for Tsourapas and Jenkens, including over \$1.3 million plaintiffs knowingly paid to Jenkens, but also including over \$161,000 in secret, undisclosed referral fees Jenkens paid to Tsourapas. Another kickback. When the tax strategy failed, plaintiffs were hit with millions in back taxes, and over a million in penalties and interest. With this complaint, plaintiffs sue defendants for breach of Tsourapas' agreement to provide valid, effective, and valuable tax, estate planning, and transactional services to plaintiffs. Plaintiffs also assert breach of fiduciary duty, fraud, fraudulent concealment, conspiracy, and unjust enrichment claims against defendants.

Parties and Other Relevant Persons

- 2. Konstantinos ("Dino") Vadevoulis is a resident of Greece. Dino Vadevoulis is married to Perikleia ("Lilly") Vadevoulis.
- Jim Vadevoulis is a resident of Riverwoods, Lake County, Illinois. Jim
 Vadevoulis is married to Joann Vadevoulis.
- 4. Paul Vadevoulis is a resident of Glenview, Cook County, Illinois. Paul is married to Magdalene ("May") Vadevoulis.
- 5. PDJ Inc., formerly known as LaFrancaise Bakery, Inc., is an Illinois corporation. PDJ is owned by Dino, Jim, and Paul Vadevoulis and is an S corporation for federal tax purposes.
- 6. The Dino Vadevoulis Descendants Trust dated October 28, 2000 is an Illinois trust created on or about October 28, 2000. Defendant Tsourapas is a co-Trustee of this trust.

. .

- The Jim Vadevoulis Descendants Trust dated October 28, 2000 is an 7. Illinois trust created on or about October 28, 2000. Defendant Tsourapas is a co-Trustee of this trust.
- The Paul Vadevoulis Descendants Trust dated October 28, 2000 is an 8. Illinois trust created on or about October 28, 2000. Defendant Tsourapas is a co-Trustee of this trust.
- V1 Investments LLC is a Delaware limited liability corporation that was 9. formed on or about October 20, 2000. Dino Vadevoulis was a member of V1.
- V2 Investments LLC is a Delaware limited liability corporation that was 10. formed on or about October 20, 2000. Paul Vadevoulis was a member of V2.
- V3 Investments LLC is a Delaware limited liability corporation that was 11. formed on or about October 20, 2000. Jim Vadevoulis was a member of V3.
- TR1 Investments LLC is a Delaware limited liability corporation that 12. was formed on or about November 2, 2000. The Dino Vadevoulis Descendants Trust dated October 28, 2000 was a member of TR1.
- TR2 Investments LLC is a Delaware limited liability corporation that 13. was formed on or about November 2, 2000. The Paul Vadevoulis Descendants Trust dated October 28, 2000 was a member of TR2.
- 14. TR3 Investments LLC is a Delaware limited liability corporation that was formed on or about November 2, 2000. The Jim Vadevoulis Descendants Trust dated October 28, 2000 was a member of TR3.

- 15. Trinity Investment Partnership is an Illinois general partnership that was formed on or about October 28, 2000. V1, V2, V3, TR1, TR2, and TR3 were partners in Trinity.
 - 16. John Veleris is a resident of Wilmette, Illinois.
- 17. William Tsourapas is a resident of Chicago, Cook County, Illinois.

 Tsourapas is not a lawyer.
- 18. Forest Lake Partners LLC is an Illinois limited liability corporation.

 Forest Lake is owned by Veleris and Tsourapas.
- 19. Exit Value Consulting, Inc. ("EVC") is an Illinois corporation. EVC is owned by Tsourapas.

Jurisdiction and Venue

20. This court has jurisdiction and venue over this action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-101 et seq. At all relevant times, defendants conducted business in Cook County, and the causes of action asserted herein arose at least in part in Cook County. At all relevant times, Tsourapas has resided in Cook County.

Background

- 21. In 1998, LaFrancaise hired Veleris to serve as Vice President. Among other things, Veleris was tasked with assisting the Vadevoulises in selling LaFrancaise.
- 22. During 1998 or 1999, Veleris and Tsourapas formed Forest Lake Partners, LLC. (Previously, Tsourapas had been a banker at LaSalle Bank in Chicago.) Among other things, Forest Lake was to provide advice and services with respect to business transactions.

these services.

- During 1999 or 2000, LaFrancaise contracted with Forest Lake Partners, 23. LLC to help prepare LaFrancaise to be sold by performing, among other things, due diligence services. LaFrancaise verbally agreed to pay Forest Lake Partners \$125,000 for
- During 1999 and 2000, Forest Lake Partners, including Tsourapas, helped 24. prepare LaFrançaise to be sold. In December 2000, LaFrançaise was sold to SCIS Food Services, Inc.
- 25. In addition, during 2000, the Vadevoulises asked Tsourapas to provide advice concerning tax and estate planning issues. Tsourapas agreed. The parties never agreed in advance how much Tsourapas would be paid for these services. At one point, Tsourapas asked to be paid \$300,000 for these services. Although LaFrancaise and the Vadevoulises agreed to provide reasonable compensation to Tsourapas for these services, they refused to pay him the \$300,000 he requested. Tsourapas moved forward to provide these services even though his compensation for providing such services had not been set.
- 26. At the December 22, 2000 closing of the sale of LaFrancaise to SCIS, Forest Lake Partners was paid the \$125,000 the Vadevoulises had orally agreed to pay. Unbeknownst to LaFrancaise or the Vadevoulises, however, Tsourapas arranged to pay himself \$300,000 via EVC, Inc. out of the proceeds of the LaFrancaise sale. (Because of Tsourapas' involvement with the transaction, he had control over the flow of funds out of LaFrancaise.) Ironically, this is the amount Tsourapas had requested, and LaFrancaise and the Vadevoulises had refused to pay. It wasn't until after the \$300,000 had already been wired to EVC that LaFrancaise and the Vadevoulises discovered the transfer.

- In addition, as part of the LaFrancaise transaction, Tsourapas caused 27. LaFrancaise and/or the Vadevoulises to pay Near North Insurance Brokerage \$400,000 for "escrow insurance." Tsourapas arranged for this insurance through a friend named Donald Zienty. Zienty was a Vice President at Near North Insurance. Near North Insurance is no longer in business. Its owner, Michael Segal, was convicted of federal racketeering and is now in jail. The Vadevoulises did not know about and did not approve the purchase of this insurance. Although they have tried to secure a copy of the policy for this supposed escrow insurance, to this day, the Vadevoulises have never seen a copy. Indeed, it appears as if the Vadevoulises paid \$400,000 for no insurance at all. Upon information and belief, Tsourapas received (or benefited from the receipt) of most (if not all) of the \$400,000.
- In 2000 and 2001, Jenkens & Gilchrist was a large law firm with hundreds 28. of attorneys and offices in nine major U.S. cities, including in Chicago. In 2000, pursuant to the agreement between the parties, Tsourapas arranged for Jenkens to provide tax and estate planning services to the Vadevoulises.
- 29. At the recommendation of Tsourapas and Jenkens, the Vadevoulises entered into a "Son of Boss" tax strategy in 2000.
- 30. Tsourapas and Jenkens informed the Vadevoulises that the tax strategy was a valid and legitimate means of minimizing taxes with respect to the Vadevoulises' capital gains in connection with the LaFrancaise transaction.
- 31. Tsourapas and Jenkens recommended the formation of V1, V2, V3, TR1, TR2, TR3, and Trinity in order for the Vadevoulises to effectuate the tax strategy. Jenkens orchestrated the formation of these entities.

32. Although complicated, the tax strategy Tsourapas and Jenkens recommended with respect to the Vadevoulises was supposed to work as follows. On November 27, 2000, TR1, TR2, and TR3 each entered into separate options contracts with Deutsche Bank to purchase Japanese Yen at a strike price of 96.40 Yen per 1.00 Euro with a settlement date of December 15, 2000 (the "Long Options"). At the same time, these entities each entered into separate options contracts with Deutsche Bank to sell Japanese Yen with a strike price of 96.42 Yen per 1.00 Euro with a settlement date of December 15, 2000 (the "Short Options"). The entities paid about the same amount for the Long Options as they received for the Short Options.

Case 1:08-cv-01251

- 33. On November 28, 2000, TR1, TR2, and TR3 each contributed the options to Trinity as a contribution to capital. At the time, the options were "out of the money" and on December 1, 2000, the entities reached agreements with Deutsche Bank to terminate the options contracts.
- 34. On various dates in December 2000, Trinity purchased shares of various common stock. On December 12, 2000, Trinity purchased Canadian dollars.
- 35. On December 26, 2000, TR1, TR2, and TR3 contributed their interest in Trinity to LaFrancaise. That same day, Trinity was dissolved and liquidated. In liquidation, all of the currency and stock were distributed to LaFrancaise.
- 36. On December 27, 2000, LaFrancaise sold all of its interest in the foreign currency and stock, which it received on liquidation from Trinity.
- 37. According to Tsourapas and Jenkens, this series of events would lead to, among other things, the following tax treatment: (a) TR1, TR2, and TR3 should be disregarded as entities for federal tax purposes; (b) the Options investments should be

treated as non-taxable and separate for tax purposes; and (c) the basis for TR1, TR2, and TR3's contribution to Trinity should include the Long Option (i.e., a loss), but not the Short Option (i.e., a gain). In sum, the strategy was supposed to generate a legitimate tax loss that the Vadevoulises and Veleris could offset against capital gains realized in connection with the LaFrancaise transaction.

- The Vadevoulises (via LaFrançaise) paid Jenkens \$1,346,878 to 38. participate in the strategy. The Vadevoulises split this fee three ways. Thus, each brother paid \$448,949.33. In addition, the Vadevoulises paid Jenkens tens of thousands of dollars for estate planning advice.
- Unbeknownst to the Vadevoulises, the reason Tsourapas had 39. recommended Jenkens was because Jenkens secretly agreed to pay Tsourapas referral fees for the tax and estate planning work Jenkens provided. During 2001, Jenkens paid Tsourapas (via EVC) (a) \$137,687.80 as a result of the Vadevoulises tax strategy; and (b) \$15,000 as a result of estate planning work performed for the Vadevoulises. Tsourapas arranged for all of these fees to be paid to EVC.
- At the time, the Vadevoulises believed that Tsourapas was providing them 40. with independent advice concerning the transaction and their tax situation. They did not know that Tsourapas had an undisclosed stake in the tax and legal strategies Tsourapas recommended they pursue via Jenkens. Had the Vadevoulises known that Jenkens was paying secret, undisclosed referral fees to Tsourapas, they would not have followed the tax and estate planning advice Jenkens gave, including Jenkens advice to engage in the "Son of Boss" tax strategy.

- Jenkens' payment of fees to Tsourapas meant that Jenkens split the fees it 41. charged the Vadevoulises. In so doing, Jenkens shared legal fees with a non-lawyer in violation of Rule 5.4 of the Illinois Rules of Professional Conduct. In addition, the arrangement violated Rule 7.2(b) of the Illinois Rules of Professional Conduct, which precludes a lawyer from giving "anything of value to a person for recommending or having recommended the lawyer's services." By this arrangement, Tsourapas engaged in the unauthorized practice of law in violation of Illinois law.
- The Vadevoulises filed their 2000 tax returns with respect to the tax 42. strategy in the Spring of 2001. These tax returns turned out to be incorrect.
- In June of 2003, the IRS formalized its position regarding certain tax 43. strategies, including the tax strategies in which plaintiffs participated, by issuing new regulations (the "Regulations") retroactive to October 18, 1999, and through Office of Chief Counsel Notice CC-2003-020 (the "OCC Notice"). The Regulations invalidated tax strategies, including the tax strategies Tsourapas and Jenkens recommended to plaintiffs and the OCC Notice explained the IRS' position why.
- In late 2003/early 2004, the IRS notified the Vadevoulises that there was a 44. problem with respect to their tax strategies.
- 45. On or about May 5, 2004, in Notice 2004-46, the IRS, in furtherance of its previous pronouncements, offered to settle the audits of plaintiffs and other like-situated taxpayers by those parties paying to the IRS (a) all of the taxes avoided by use of these transactions; (b) all interest due; (c) a 10% penalty; and (d) a loss of 50% of the fees and other "out of pocket" costs deducted. If taxpayers did not accept the offer, the IRS

indicated it would assess all tax due and interest, lose all deductions, and impose a 40% penalty.

- 46. As a result of the faulty tax transaction, plaintiffs participated in IRS settlement initiative 2004-46 and had to file amended tax returns with federal and state tax authorities. As a result of the settlement, plaintiffs had to pay millions of dollars in more taxes. They also had to pay millions of dollars in penalties and interest that they would not have had to pay had they not employed the tax strategy.
- 47. It wasn't until 2004 that the Vadevoulises realized that they had been injured with respect to the tax transaction that Tsourapas had arranged. Moreover, it wasn't until 2004 that the Vadevoulises realized that Jenkens had paid Tsourapas secret, undisclosed referral fees in connection with the tax strategy.
- 48. The Vadevoulises paid millions of dollars in additional taxes because the tax strategy didn't work. In addition, the Vadevoulises paid the following penalties:

 (a) Dino Vadevoulis paid \$214,764, (b) Jim paid \$214,260, and (c) Paul paid \$199,500.00.
- 49. Prior to May 2004, a class of plaintiffs sued Jenkens & Gilchrist for Jenkens improper marketing of tax shelters. Eventually, Jenkens agreed to settle the Denney v. Jenkens & Gilchrist litigation for \$70 million and in January 2007 a final judgment was entered. Eventually, Jenkens admitted that certain of its lawyers had "developed and marketed fraudulent tax shelters, with fraudulent tax opinions." Jenkens agreed to pay the IRS \$76 million for "its promotion of abusive and fraudulent tax shelters and violation of the tax law concerning tax shelter registration and maintenance and turnover to the IRS of tax shelter investor lists." Moreover, in large part as a result of its

widespread marketing of tax shelters, Jenkens & Gilchrist dissolved. Consequently, Jenkens is no longer a practicing law firm.

Case 1:08-cv-01251

Count I (Breach of Contract)

- 50. Plaintiffs reallege and reincorporates paragraphs 1 through 49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 51. The Vadevoulises and/or LaFrancaise asked Tsourapas to provide them with tax, estate planning, and transactional advice in connection with the Vadevoulises sale of LaFrancaise in 2000. Tsourapas orally agreed. Although not in writing, the parties' agreement constituted a valid and enforceable contract.
- 52. Although the Vadevoulises agreed to provide Tsourapas with reasonable compensation for this advice and Tsourapas agreed to provide competent advice, the parties never agreed on a specific amount. Implicit in this contract was that Tsourapas would provide reasonable, competent, and disinterested tax, estate planning, and transactional advice. Also implicit was that Tsourapas would recommend only tax, estate planning, and transactional strategies that were necessary, appropriate, and of value to the Vadevoulises.
- 53. The Vadevoulises and/or LaFrancaise performed all of their obligations under their contract with Tsourapas.
- 54. At the closing of LaFrancaise, Tsourapas arranged to pay himself \$300,000 out of the sales proceeds for the tax and estate planning advice he had provided to the Vadevoulises. The Vadevoulises never agreed to this amount and did not know that this amount had been paid to Tsourapas until after the fact.

- 55. Also at the closing, Tsourapas arranged for the purchase of supposed "escrow insurance" for the sum of \$400,000. The Vadevoulises never agreed to purchase such insurance, never received a copy of any such policy, and neither they nor LaFrancaise received any benefits from this supposed insurance.
- 56. Finally, at and shortly after the closing, Tsourapas arranged for plaintiffs to participate in the Jenkens tax strategy, which not only turned out to be of no value to plaintiffs, but cost plaintiffs millions of dollars.
- 57. Given (a) that Tsourapas caused the \$300,000 to be paid to himself without approval of the Vadevoulises, (b) that neither the Vadevoulises nor LaFrancaise received any benefit from the supposed "escrow insurance," (c) the faulty tax and estate planning advice Tsourapas gave to the Vadevoulises, and (d) that Jenkens was paying Tsourapas a secret, undisclosed referral fee for this advice, the amounts Tsourapas received pursuant to or as a result of the contract were not reasonable. Indeed, under such circumstances, the fees were excessive.
- 58. By arranging to be paid \$300,000 from LaFrancaise, some or all of the \$400,000 paid to Near North, and at least \$152,687.80 from Jenkens, Tsourapas breached his agreement with the Vadevoulises and/or LaFrancaise to provide competent advice for a reasonable fee.
- 59. As a result of Tsourapas' breach, the Vadevoulises have suffered damages, including, but not limited to: (a) the \$300,000 Tsourapas paid to himself; (b) the \$400,000 paid for escrow insurance; (c) at least \$1.3 million in fees paid to Jenkens; (d) millions in back taxes; (e) \$628,524 in penalties; and (f) substantial interest paid to the IRS and the State of Illinois.

WHEREFORE, plaintiffs respectfully request that the Court order the following relief:

- A. An award of compensatory damages to be established definitively at trial;
- B. An award of appropriate prejudgment interest; and
- C. Such other relief as this Court deems reasonable, necessary and just.

Count II (Breach of Fiduciary Duty—Undisclosed Referral Fees)

- 60. Plaintiffs reallege and reincorporates paragraphs 1 through 49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 61. As an agent, trustee, and/or advisor of plaintiffs and plaintiffs' families, Tsourapas owed fiduciary duties to plaintiffs.
- 62. Plaintiffs relied upon Tsourapas' experience and expertise. Plaintiffs knew little about tax and estate planning themselves.
- 63. Tsourapas had a duty to disclose the referral fees he was to receive from Jenkens to plaintiffs in advance of the transactions he arranged. Moreover, failing to disclose the fees prior to the transaction, Tsourapas had a duty to pay to plaintiffs the referral fees he received from Jenkens.
- 64. Tsourapas' arrangement to receive referral fess from Jenkens was a material fact. At a minimum, disclosure of the arrangement would have affected plaintiffs' decision to enter into the tax strategy.
- 65. The referral fees stemmed directly from services Jenkens purported to provide plaintiffs, and for which Jenkens charged plaintiffs in excess of \$1.3 million dollars in fees.

66. Had Tsourapas disclosed the referral fee arrangement to plaintiffs in advance, they would not have engaged in the tax strategy, and would have saved themselves over \$1.3 million in fees and millions in interest, penalties, and/or other damages.

WHEREFORE, plaintiffs respectfully request that the Court order the following relief:

- A. The payment of all referral fees to plaintiffs;
- B. An award of additional compensatory damages to be established definitively at trial;
- C. An award of appropriate prejudgment interest;
- D. An award of punitive or exemplary damages; and
- E. Such other relief as this Court deems reasonable, necessary and just.

Count III (Fraud)

- 67. Plaintiffs reallege and reincorporates paragraphs 1 through 49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 68. In connection with the tax strategies Tsourapas arranged for plaintiffs to employ, Tsourapas made false statements of material fact. Among other things, Tsourapas told plaintiffs that he was recommending strategies formulated and implemented by Jenkens because of Jenkens expertise and because of the quality of Jenkens tax and estate planning advice and services. Moreover, Tsourapas told plaintiffs that the tax strategies were a valid and legitimate way of minimizing taxes.
- 69. These statements were false, and Tsourapas knew they were false when he made them. In fact, Tsourapas was recommending Jenkens because they had agreed to

pay him secret, undisclosed referral fees. And the tax strategies were not valid nor legitimate and did not work. Such strategies were conceived as a means of generating fees for Jenkens and Tsourapas, but with no real prospect of providing the benefits promised to plaintiffs.

- In connection with the sale of LaFrancaise, Tsourapas made other false 70. statements of material fact. Among other things, Tsourapas represented to the Vadevoulises that the expenses incurred in connection with the transaction, including purchases of insurance, were reasonable and legitimate.
- With respect to the escrow insurance, however, this statement was false, 71. and Tsourapas knew it was false when he made it. Upon information and belief, the insurance was bogus. And even if it was real, such insurance was not needed and/or was grossly overpriced. Upon information and belief, Tsourapas pocketed much of the \$400,000 the Vadevoulises and/or LaFrancaise paid for this insurance himself.
- 72. Tsourapas made these statements with the intent to induce plaintiffs to engage in the tax strategies, and to induce the Vadevoulises to allow Tsourapas to cause the Vadevoulises and/or LaFrancaise to pay certain expenses, including the cost of the escrow insurance.
- 73. Plaintiffs relied on these statements by engaging in the tax strategy. And the Vadevoulises and/or LaFrancaise relied on the statements concerning the LaFrancaise transaction by allowing Tsourapas to pay certain expenses, including escrow insurance, without prior approval by the Vadevoulises.

- 74. Had plaintiffs known the truth about these statements, they would not have engaged in the tax strategies and/or would not have allowed Tsourapas to purchase the escrow insurance.
 - 75. Plaintiffs were damaged as a result of defendants' fraud.
- 76. An award of exemplary damages based on Tsourapas' fraudulent statements is appropriate because the fraud he committed involved willful, wanton, and outrageous conduct and the violation of a duty stemming from a relation of trust and confidence.

WHEREFORE, plaintiffs respectfully request that the Court order the following relief:

- A. An award of compensatory damages to be established definitively at trial;
- B. An award of appropriate prejudgment interest:
- C. An award of punitive or exemplary damages; and
- D. Such other relief as this Court deems reasonable, necessary and just.

Count IV (Fraudulent Concealment)

- 77. Plaintiffs reallege and reincorporates paragraphs 1 through 49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 78. As agent, trustee, and advisor to plaintiffs and plaintiffs' families,
 Tsourapas owed plaintiffs fiduciary duties, including the duty to disclose material facts
 concerning plaintiffs' tax strategy with Jenkens and concerning insurance Tsourapas
 arranged for plaintiffs to purchase.
- 79. Plaintiffs relied upon Tsourapas' experience and expertise. In particular, plaintiffs knew little about tax and estate planning themselves.

- 80. Tsourapas, however, never disclosed material facts to plaintiffs.
- 81. Among other things, Tsourapas didn't disclose that he had arranged for Jenkens to pay him a substantial referral fee. Nor did he disclose his plans to purchase "escrow insurance" for a substantial sum.
- 82. Rather than disclose the referral fee, the escrow insurance, and other material facts to plaintiffs. Tsourapas concealed those material facts from plaintiffs.

 Tsourapas' silence to plaintiffs was knowing and/or deliberate. But at a minimum,

 Tsourapas acted with deliberate indifference. In the end, Tsourapas' acts created a duty to disclose to plaintiffs the material facts alleged herein, including the existence of the referral fee.
- 83. Tsourapas intended that his concealment (by his silence) induce a false belief under circumstances creating a duty to speak. Plaintiffs relied upon Tsourapas' silence as a representation that Tsourapas did not have an interest in the tax strategy he was pushing plaintiffs to employ.
- 84. Plaintiffs could not have discovered the truth through reasonable inquiry or inspection.
- 85. Plaintiffs would have acted differently had they been aware of the information.
 - 86. Plaintiffs reliance on the omitted facts led to their injury.
- 87. An award of exemplary damages based on Tsourapas' fraudulent concealment is appropriate because the fraud he committed involved the violation of a duty stemming from a relation of trust and confidence.

WHEREFORE, plaintiffs respectfully requests that the Court order the following relief:

- An award of compensatory damages to be established definitively at trial; A.
- B. An award of appropriate prejudgment interest;
- C. An award of punitive or exemplary damages; and
- Such other relief as this Court deems reasonable, necessary and just. D.

Count V (Civil Conspiracy)

- 88. Plaintiffs reallege and reincorporates paragraphs 1 through 1-49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 89. Tsourapas and EVC knowingly acted in concert with Jenkens to market and implement the fraudulent and illegal tax strategies.
 - 90. The acts of Tsourapas, EVC, and/or Jenkens were contrary to law.
- 91. Tsourapas, EVC, and Jenkens agreed to commit the unlawful acts alleged herein.
- 92. The conspiracy to commit these unlawful acts proximately caused plaintiffs damage.
- As a result of Tsourapas, EVC, and Jenkens' actions, plaintiffs have been 93. injured in that plaintiffs have paid over \$1.3 million in fees, have incurred millions of dollars in damages, and have foregone legitimate tax savings and investment opportunities.

WHEREFORE, plaintiffs respectfully request that the Court order the following relief:

An award of compensatory damages to be established definitively at trial; A.

- B. An award of appropriate prejudgment interest;
- C. An award of punitive or exemplary damages; and
- D. Such other relief as this Court deems reasonable, necessary and just.

Count VI (Unjust Enrichment)

- 94. Plaintiffs reallege and reincorporates paragraphs 1 through 49 of the general allegations (see pages 1-10) as if fully set forth herein.
- 95. Tsourapas caused LaFrancaise to pay him or EVC \$300,000 for tax and estate planning advice Tsourapas or EVC supposedly agreed to provide the Vadevoulises.
- 96. In addition, Tsourapas arranged for Jenkens to pay him or EVC at least \$161,187.80 in secret, undisclosed referral fees in connection with tax and estate planning advice Tsourapas arranged for Jenkens to provide to the Vadevoulises and Veleris.
- 97. In addition, Tsourapas arranged for LaFrancaise to pay \$400,000 to Near North Insurance for "escrow insurance." Upon information and belief, no such insurance was issued, however, and Tsourapas or EVC received much, if not all, of this money from Near North.
- 98. Consequently, Tsourapas has been unjustly enriched to the extent of these payments, which justice, equity, and good conscience mandate be disgorged.
- 99. It would be unjust and would violate fundamental principles of justice, equity, and good conscience for Tsourapas and EVC to keep these payments.
- 100. As set forth herein, Tsourapas and EVC sought and received these payments willfully and maliciously or with such gross negligence as to indicate a wanton

٠,

disregard for the rights of plaintiffs. As a result, an award of exemplary damages is appropriate.

WHEREFORE, plaintiffs respectfully request that the Court order the following relief:

- An award of compensatory damages equivalent to the benefits unjustly A. conferred upon Tsourapas and EVC and believed to be at least \$861,187.80, but to be established definitively at trial;
- An award of appropriate prejudgment interest; В.
- An award of punitive or exemplary damages; and C.
- Such other relief as this Court deems reasonable, necessary and just. D.

Dated: February 14, 2008

KONSTANTINOS VADEVOULIS, JIM VADEVOULIS, PAUL VADEVOULIS, PDJ INC., f/k/a LAFRANCAISE BAKERY, INC.,

One of their attorneys

Adam P. Merrill Scott F. Hessell SPERLING & SLATER (# 22288) 55 W. Monroe, Suite 3200 Chicago, Illinois 60603 (312) 641-3200

EXHIBIT 10

DB ALEX. BROWN LLC P. O. BOX 1776 BALTIMORE MD 21203

CLENDENING/BRUBAKER
RNYESTMENT REP #109
200 CRESCENT COURT SUITE 500
DALLAS TX 75201-6959
(214) 740-7700 (800) 527-3903

Portfolio Overview

Assets	Value a sof November 30, 2000	% of socal amora
Cash	\$0.00	9.09
Money funda	4,770.00	900,0
Common stocks	0.00	0.0
Preferred stocks	00.0	0.0
Victual funds	0.00	0.0
Government debt issues	0.00	0.0
Corponets debt feaues	0.00	0.0
Manicipal debtismen	0.00	0.0
Certificaces of deposit	0.00	0.0
Options	0.00	0.0
Limited partnerships	0.00	0.0
Amuria	0.00	0.0
Other	0.00	D:0
Total scen	\$4,770.00	100.0%
Liabilities	U-1 (N 14 MAN	6

Liabilities	Vaka and November 50,2000	% of text more
Clish debit	so.co	æ0,0
Margin debit	0.00	0,0
Short options	0.00	0.0
Other shart securities	0.00	0.0
Total liabilities	90.02	₹0.0
Net Value of Your Account	\$4,770.00	

Net Value as of December 31, 1999 \$0.00

Deutsche Bank



Deutsche Banc Alex, Brown Client Statement

VI INVESTMENTS LLC
ATIN DINO VADEVOULIS
1301 WEST 22ND 5T 5TE 615
CAKEROOK IL 60523

Same and and address of the same		
Not income received	\$0.00	20.00
Income	Thisperiod	Year to dee
Net value of your account as of November 30	\$4,770.00	
Net mium on your portfolio	0.00	
Net securities inte/out of second	0.00	
Net cast activity	4,770.00	
Not value of your secount as of October 3 1	2000	
Activity	Thisperiod	

Statement of Account November 1 to November 30, 2000 Account 223-78585

Page 1 of 5

Deutsche Banc Alex. Brown

Statement of Account November 1 to November 30, 2000 Account 223-78585

Page 2 of 5

Cash Summary

Opening Cash Balance	\$0.00	
Income Summary	Talepuñod	Year up date
Taxable dividends	\$000	\$0,00
Taxable interest	0.00	0.00
Capital gains distributions received	000	6.00
Non-tuxable dividends	0.00	0.00
Non-tranble interest	0.00	0.80
Not income received	\$0.00	\$0.00
Cash Activity	Thirparind	Year to dote
Deposits	\$4,770,00	\$4,770,00
Withdrawak	0.00	0.00
U.S. tax withheld	0.00	0.00
Non-resident tax withhold	000	0.00
Foreign taxes withheld	0.00	0.00
Interest charges on cash debit	0.00	000
Interest chargeson aurgia debit	0.00	0.00
Not crest activity	\$4,770,00	\$4,770.00
Purchases and Sales	This period	Yang to the
Total purchases	\$4,770.00 -	\$1,77000
Total sales	0.00	0.00
Other motory front sales	600	00.0
Not purchases miss (Incl. money funds)	\$4,770.00 -	\$4,77000
Other Activity	This period	Year to date
Bond redemptions	\$000	\$0.00
Driver serivity	0.00	0,00
Not other activity	\$0.00	\$0.00
Closing Cash Balance	00.02	

Portfolio Summary

Activity	Thisperiod	Yearto da c
Previous net account value	50,00	90.00
Net cash activity	4,770.00	4,770,00
Net securities into/out of account	0.00	0.00
Adjusted previous account value	\$4,770,00	\$4,770.00
Net change in market value	0.00	0.00
Net leasure received	0.00	0.00
Nex account value as of November 30, 2000	\$4,77000	\$4,770.00
Net unturn on portfolio	D.GD	000

Portfolio	Waldings
POTHOLIO	HOLDINGS

Cash and Equivalents				Amount	Estimated mass	už Interne	Current annual yield
DEUTSCHE BANC ALEX. BROWN CASH RESERVE FUND, INC PRIME SERIES	N			\$4,770.00		1289 .53	6,07%
Total cash and equivalents				\$4,770.00		\$230-53	
Common Stocks	Symbol		Quantity	Comens share price	Current market value	Enloyed annul brons	Enterwed divisions yield
LONG CALL FX OPTION EUR/GB STRIKE .6155 PREM 3 85000 DTD 11/2700 EXP 12/15/00	P		1	Not Prized	No. Priced		
SHORT CALL FX OPTION EUROS STRIKE .6157 PREM 3 14820 DTD 11.07800 EXP 1275-00	BP .		1 -	Not Privad	Not Priced		
Total common stocks					\$0.00		
Portfolio Activity Purchases and Sales	Y Activity	Тура	Quantity	Description		Link prim	Аяновы
11/27/2000	Purchased	Sweep	4,770	DEUTSCHE BANC ALEX, BROW CASH RESERVE FUND, INC PRIME SERIES	N	\$1	\$4,77000
Not purchases and sales							\$4,370,00
Deposits							
Other Deposits				Description			Алебым
1 1/24/2000		-		FUNDS RECEIVED			\$4,77000
Total other deposits							\$4,770.00



Dautsche Bane Alex. Brown

Statement of Account November 1 to November 30, 2000 Account 223-78585

Page 4 of 5

Portfolio . Other Activit	Activity continued by in Your Account	Quarter	Descript by	Апраля
l 1 <i>y</i> 30/2000	Journal .	1	LONG CALL EX OPTION EUROBP STRIKE 6.155 PRIM 3 14000 DTD 11/27/00 EXC 21/15/00 SBE DB CONVIRM	
1 1V30/2000	Journal	1 -	SHORT CALL FX OPTION BURGBP STRIKE 6157 PREM 31480 DTD 11/2706 SEC 12/15/00 SEE DB CONFIRM	

Market Indices

Equities	Coron	December 31, 1999	Change year to date	F
Dow Jones Industrial Average	D.414.49	11,497.12	9.4%-	ما
NASDAQ Composite	2.597.93	4,067.31	36.2%-	ما
S&P 500	1,314.95	1,469.25	10.5%-	
MSCHEAFE	1 447 76	17/0 (4	10.00	

Fixed Income Securities	Corunt	December 31, 1999
Long termstreasury bond yield	5.63%	6,4R%
Leteran Brothers Intermediate US Credit Index	7.36%	0.16%

Disclosure

DISCUSSALE

These station to expend yet any mental size up in your investment or financial desarties. Your separest yet any mental size up in your interest of the size is becaused; here Arks. Rows, The opening partied for your amounts of an other late of other other financial and on your lates of the post. Therefore and dated on producers and a size or exchange state of the size of the post. Therefore and dated on producers and a size or exchange state of the size of the post. Therefore and dated on which is admitted to the size of the post. Therefore and the size of the size

half of the Specials at your register. We have have a special control of the Special S

segment in the brits octobus, or credit a spine exciting few and special sizes. Deale will be hereinfund good and the property of the property

Money Market Fund 7 Day Average Yields:

	-
DB ALEX, BROWN CASH RESERVE PRIME	6.07%
DB ALEX, BROWN CASH RESERVE TREASURY	5.84%
DB ALEX, BEOWN CASH RESERVE TAX FREE	3.52%

Your Standing Instructions are:

Purchases: Hold securities in staser name Sales; Credit proceeds to account Income: Hold in account



Statement of Account November 1 to November 30, 2000 Account 223-78585

Page 5 of 5

EXHIBIT 11

DB ALEX, BROWN LLC P.O. BOX 1776 BALTIMORE MD 21203

CLENDENING/BRUBAKER INVESTMENT REP #109 200 CRESCENT COURT SUTTESOS DALLAS TX 75201-0939 (214) 740-7700 (800) 527-3903

Portfolio Overview

Assets	Value a sof November 30, 2000	To of total meets
Cash	\$0.00	9.0%
Money funds	4,770.00	100.0
Conumon stocks	0.00	0.0
Preferred stocks	0,00	0.0
Matual funds	0.00	0.0
Covernment debtinues	0.00	0.0
Corporate debt issues	0.00	0.0
Manicipal debtiases	0.00	0.0
Certificates of deposit	0.00	0.0
Options	0.00	0.0
Limited partnerships	0.00	0.0
Amultics	00.0	0.0
Other	0.00	0.0
Total samu	\$4,770.00	100.0%
Y * 3 293.2		

Liabilities	Value and November 20,2000	🕏 व्यासम्बद्धाः
Cash debit	\$0,00	9.0%
Margin debit	0.00	0.0
Shoot options	9.00	0.0
Other shart sevarities	0.00	5.0
Total liabilities	\$0.00	₽0.0

Net Value of Your Account \$4,770.00 Net Value as of December 31, 1999 \$0.00



Deutsche Banc Alex, Brown Client Statement

V2 INVESTMENTS LLC
ATTN BILL P TSOURAPAS
1301 WEST 22ND ST STE 615
OAK BROOK IL 60523

Activity	Thisperiod	
Not value of your account as of October 31	\$0.00	
Not crash activity	4,770.00	
Not social in into/out of second	0.00	
Net return on your partfolio	0.00	
Not value of your account as of Nov ember 30	\$4,77000	
Income	Thisperiod	Year to date
Not income received	\$0.00	\$0.00
Current estimated sonusi income	\$229,53	
Corrent octimated annual yield	6,07%	

Statement of Account November 1 to November 30, 2000 Account 223-78578

Page 1 of 5

Deutsche Banc Alex. Brown

Statement of Account November 1 to November 30, 2000 Account 223-78578

Page 2 of 5

Cash Summary

Opening Cash Balance	\$0.00	
Income Summary	This period	Year to shoe
Taxable dividends	\$000	30,00
Taxable intenet	000	0.00
Capital gains distributions received	000	0.00
Non-wash in dividends	0.00	0.00
Non-taxable interest	0.00	9.00
Net income received	\$0.00	\$0.00
Cash Activity	This period	Year to dine
Doposits	\$4,770.00	\$4,77000
Withdownia	000	00.0
U.S.tra withheld	0.00	0.00
Non-resident tas, with held	0.00	9.00
Foreign taxes withheld	0.00	0.00
Înterest charges o a cash debit	0.00	0.00
Interest charges on margin debit	000	0.00
Net could not ivity	\$4,770.00	\$4,77000
Purchases and Sales	Thisperiod	Year to date
Total purchases	\$4,770.00 -	\$4,77000
Total subs	0.00	0.00
Other racery fund takes	0.00	0,00
Net purch sees sules (incl. seeney fineds)	\$4,770.00 -	\$4,77000
Other Activity	Thisperiod	Year to date
Boad redengalons	2000	\$0.00
Othox sestivity	000	0.00
Notother activity	\$0.00	\$0.00
Closing Cash Balance	\$0.00	

Portfolio Summary

Activity	This period	Your to date
Provious act account value	\$0.00	\$0.00
Not cash activity	4,770.00	4,770.90
Not accumition into/put of account	0.00	0.00
Adjusted previous subsent value	\$4,770,00	\$4,770,00
Net change in coarter value	0.00	0.00
Net income renewed	0.00	0.00
Not account value as of November 30,2000	\$4,77000	\$4,770.00
Not not not not the	n An	400

Portfolio Holdings

Prizes we provided by an independent pricing service. For current market price quotations, call your Investment Representative.

Cash and Equivalents

Amonts

Cash and Equivalents				Á madre	Estimand annu	al besse	Current annual yield
DEJISCHE HANC ALEX, BROWN CASH RESERVE FUND, INC PRIME SERIES				\$4,770.00		\$289.53	6.07%
Total cash and equivalents				\$4,770.00		N289.53	
Common Stocks	Symbol		Quently	Current staropriso	Current porter value	Estimated annual income	Enlarer d Gvidend ylekt
LONG CALL FX OPTION EUR/GRP STRIKE ,6156 PREM 3 18000 DTD 11/27/00 EXP 12/15/00			1	Not Priced	No. Priced		
SHORT CALL FX OPTION EUWGB STRIKE ,6157 PREM 3 14820 DTD 11/2/00 EXP 12/15/00	,		1 -	Not Priced	Not Priced		
Total common stocks			·	•	\$0.00		
Portfolio Activity Purchases and Sales	A Circley	Typ=	Quantry	Description		Uak price	Атоом
1 W72 /2000	Punchased	Sweep	4,770	DEUTSCHE BANC ALEX. BROWN CASH RESERVE FUND, INC PRIME SERIES		\$1	\$4,770.00
Net purch mes and sales							\$4,770.00 -
Deposits							
Other Deposits				Description			Amount
11/24/2000			•••	FUNDS RECEIVED			\$4,770.00
Total other deposits							\$4,770,00
	DEJINGUE BANC ALEX. BROWN PARTIE SERVEY FUND. TRC. PRIME SERVEY TOTAL COMMON THE COMMON TOTAL COMMON STOCKS CONCLUENCE FUNDED BANC AND TOTAL COMMON STOCKS COMMON STOCKS COMMON STOCKS COMMON STOCKS COMMON STOCKS SHORT CALL FR OFTION EUWER STRUKE, 415 FREAL 19500 DTD 112700 EXT 1271540 TOTAL TRO OFTION EUWER STRUKE, 415 FREAL 19500 DTD 112700 EXT 1271540 TOTAL COMMON STOCKS TOTAL COMMON STOCKS PORTÍONIO ACTIVITY Purchases and Sales Santemare ton 14777/1000 Deposits Other Deposits Date powed 14784/2000	DEJTISCHE BANC ALEX. BROWN PARTI ESSENT E PUND. TNC PRINCE SEEDS: Total cash and equivalence COMMON Stocks Symbol LONG-CALL EX-OPTION EUR/GREP TYPINE AIS PERMA 18000 SHORT CALL EX-OPTION EUR/GREP STRIKE AIS PERMA 18000 TOTAL 12700 EXP 1275-00 PORTFOLIO ACTIVITY Purchases and Sales Saleman date 1972/7/2000 Not purchases and miles Deposits Other Deposits Date ported	DEJINOSE BANCALEX BROWN CASTI ELEMENTS FUND, INC. PROPER SERVE. COMMON Stocks Symbol SHORT CALL PR OPTION ELEWORP STRIKE, 317 PREM 31 M420 DIT 11/27/00 DEV 12/15/00 Total Common stocks PORTION SERVE 12/15/00 Portion Common stocks PORTION STOCKS SYMBOL 11/27/16/00 Porthasod Swoop Net purchases and sales Deposits Other Deposits Date powed 11/24/2000	DEJINGHE BANC ALEX, BROWN CASH EMENTS FIND, INC. PRIME SERIES Total cash and equivalente COMMON Stocks Symbol Quasety COMMON Stocks Symbol Quasety COMMON Stocks Symbol Quasety COMMON Stocks Symbol Quasety I STOCK ALEX FREE ALEXON TOTAL LEX OFFICE ELECTORY TYPE ILEX AND FREE ALEXON SHORT CALL FR OFFICE ELECTORY TOTAL CASH AND STOCKS TOTAL CASH AND STOCKS PORTION OF PURPLES AND STOCKS PORTION OF PURPLES AND STOCKS I STOCKS AND STOCKS PURPLES AND STOCKS PURPLES AND STOCKS Type Quanty 1977/2000 Purples Stocks Other Deposits Date provid 1978/2000	DEJUNCAE BANC ALEX, BROWN CASH BERNY FINIA INC. PRINT SERIES Total cash and equivalente COMMON Stocks Symbol TOTALL FR OFTION BUTGEP 1 Net Priced STOCKS SYMBOL TOTAL INTROSECT 10/15/60 TOT	DEJINGSE BANC ALEX BROWN CAST ELECTRY FINAL REC. Total cash and equivalente Common Stocks Symbol Quanty Common Stocks Symbol Quanty Common Stocks Symbol Quanty Common Stocks Symbol Quanty Common Stocks Symbol Quanty LOGICALL FX OPTION ELECTRIP TOTALL FX OPTION ELECTRIP TOTAL Common stocks SOLO PORTÍCOLO ACTIVITY Purchases and Sales Activity Type Quanty Benefigion LETT/RECO Pouch sees and Sales Activity Type Quanty Benefigion DEJITSCHE BANC ALEX. BROWN CAST ELECTRIP BANC	DEJUNCE BANC ALEX, BROWN CASH BERNY FINIL INC. Total cash and equivalente SATRID S289.53 COMMON Stocks Symbol Quasalty Common Stocks Symbol Stocks Stocks Stocks Stocks Symbol SHORT CALL FX OFTION EDWEIP TYPICAL FX OFTIO



Statement of Account November 1 to November 30, 2000 Account 223-78578

Dautsche Bane Alex. Brown

Statement of Account November 1 to November 30, 2000 Account 223-78578

Page 4 of 5

	Portfolio A Other Activity	in Your Account	ed Quantity	Description	Azbou n
1	11/30/2000	Journal	1	LONG CALL. FX OPTION BURYORP STRIKE 5155 PREM 3 3600 DTD 11/2780 ESP 12/15/00 SEE DE CONFIRM	
1	1 V 30/2 000	Journal	1 -	SHORT CALL EX OPTION EUROBP STRIKE, 6:57 PREM 314820 DTD 1027/00 EXP 2015/00 SEE DE CONFIRM	

Market Indices

Equities	Curet	December 3 L, 1999	Chargo year to date
Dow Jones Industrial Average	10,414,49	11,497.12	9.4%-
NASDAQ Composite	2,597.93	4,969.31	36.2%-
S&P500	1,314.95	1,469,25	10.5%
MSCI EAFE	1,442,76	1,760.04	18,0%-

Fixed Income Securities	Ожин	December 31, 1999
Long term treasury band yield	5.63%	5.48%
Lehmen Brothers Intermediate US Gred it Index	7.36%	0,16%

neight across within fact persons or experience a man-inner or a proper property of the section should be not seen to experience of the property of the throughout of the section should be not make the property of the throughout of the throughout on the forest where the same time proving by the property of the throughout on the property of the section should be a section of the property of the throughout of a report of the section of the section of the section of the section of the property of the section of the section of the section of the section of the property of the section of the section of the section of the property of the section of the section of the section of the property of the section of the section of the section of the property of the section of the section of the section of the property of the section of the sec

terminal transmitters del Fitta i available for your paracha inflamina a tear offices, or a topy will be ran bed your visions with comparing to the context values, on the media become, of visions and money is half to be used on deta, when the regarding mode of prices, context values, on the media of the vision of the section of the context of the

the all to the clear possessibly can be extensive to present deposition from Dondar with be tomaters opportunities of the contraction of the clear position of the contraction of the Contraction opportunities of the Contra

Money Market Fund 7 Day Average Yields:

	-	- ب	
DB ALEX, BROWN CASH RESERVE PRIME			6.07%
DB ALEX, BROWN CASH RESERVE TREASUR	Y		5.84%
DB ALEX, BROWN CASH RESERVE TAX FREE			3.52%

Your Standing Instructions are:

Purchases: Hold securities in sixes: I Sales: Credit processis to account Incurus: Hold in account



Statement of Account November 1 to November 30, 2000 Account 223-78578

Page 5 of 5

EXHIBIT 12

DB ALEX, BROWN LLC P. O. BOX 1776 BAUTIMORE MD 21203

CLENDENING/BRUBAKER
INVESTMENT REP #109
200 CRESCENT COURT SUITE500
DALLAS TX 75201-6999
(214) 740-7700 (800) 527-3903

\$4,770.00

\$0.00

Portfolio Overview

Portfolio Overview		
Assets	Value as of November 30, 2000	% of total meets
Cash	20.00	90.0
Money funds	4,770,00	100.0
Consuon stocks	0.00	0,0
Professed stocks	9.00	0.0
Materil fords	0.00	0.0
Government debtissues	0.08	0.0
Corporate debt issues	0.08	0,0
Manicipal debt issues	0.00	0.0
Contificator of deposit	0.00	0.0
Option	0.00	0.0
Limited partnerships	0.00	0,0
Amultes	0.00	0.0
Other	0.00	0,0
Taslesen	34,770.00	100.09
Liabilities	Value and November 30,2000	% of total access
Cash debit	\$0,00	0.09
Margis, debit	0.00	8.0
Short options	0.00	0.0
Other short securities	0.00	0,0
Total lightificies	· Str. rm	2.08

Deutsche Bank

Net Value as of December 31, 1999

Net Value of Your Account

Deutsche Banc Alex. Brown Client Statement

V3 INVESTMENTS LLC C/O BILL P TSOURAPAS 1301 WEST 22ND ST STE 615 OAKBROOK IL 60523

Activity	Thisperiod	
Not value of your account as of October 31	\$0.00	
Not cosh activity	4,770.00	
Not sociatifies into/out o l'accesses	0.00	
Not zerum on your partfalio	0.00	
Not value of your account as of November 30	\$4,770.00	
Income	Trisperied	Year to day
Net income received	\$0.00	20.00
Cussent extinuted some) income	\$220.53	
Current estimated somes vield	6 57%	

Statement of Account November 1 to November 30, 2000 Account 223-78579

Page 1 of 5

Dautsche Bane Alex, Brown

Page 2 of 5

Cash Summary

Opening Cash Balance	\$0.00	
Income Summary	This period	Year to date
Taxable dividends	\$000	\$0.00
Taxable interest	0.00	0.00
Capital gains distributions received	0.00	0.00
Non-tax shib dividends	0.00	0.00
Non-tax ab b interest	0.00	0.00
Net income merived	\$0.00	\$0,00
Cash Activity	This period	Year to this
Deposits	\$4,770,00	\$4,77000
Withdrawals	000	00,0
U.S. ten withheld	0.00	00,0
Non-resident talk with held	0.00	0.00
Foreign taxes withheld	000	0.00
Interest charges on cash debit	0.00	00.0
Interest charges on margin debit	0.00	0.00
Not conthus ctivity	\$4,770,00	\$4,770,00
Purchases and Sales	Trispeted	Year to date
Total porchases	\$4,770.00 -	\$4,770,00
Total selex	0.00	0.00
Other money fund sales	0.00	0.00
Not purch man min (incl. money funds)	\$4,770.00 -	\$4,770.00
Other Activity	This period	Year to dete
Bond redouptions	2000	20,00
Other selivity	3.00	0.00
Net other activity	\$000	\$0.00
Closing Cash Balance	\$0.00	

Portfolio Summary

Activity	Trisperiod	Yestadae
Provious net account value	\$0,00	90.00
Not cash activity	4,770.00	4,770.00
Net securities into four of securit	0.00	0.00
Adjusted previous account value	\$4,770,00	\$4,770.00
Not clonige in market value	0.00	0,00
Not income received	9.00	0.00
Net account value as of November 30,2000	\$4,770,00	\$4,770.00
Net pature on portfolio	200	0.00

Portfolio Holdings

Prices are provided by an independent pricing service. For current market price quotations, call your Javestment Representative,

Cash and Equivalents			Amount	Edmand invo	n) become	Corrers annual yield
DEUTSCHE BANC ALEX, BROWN CASH RESERVE FUND, INC PRIME SERIES		<u>-</u>	\$4,770.00		289.53	6.07%
Total casts and equivalents			\$4,770.00		280.53	
Common Stocks	Symbol	Quandry	Current share prior	Curen market water	Estimated annual laterage	Estimand Gwidendyleid
1 LONG CALL, FX OPTION BURKOSP STRIKE .6155 PREM 318000 DTD 11/27/00 EXP 12/15/00		1	Not Priced	Not Priced		
1 SHORT CALL FX OPTION EUR GBI STRIKE 6157 PREM 3 M820 DTD 11/27/00 EXP 12/15/00	•	l ·	Not Priced	Not Priced		
Total cussion stocks				\$0.00		

Portfolio Activity

	Purchases and Sales	Activity	Туре	Quantity	Dezáplos	Weir price	Amount
S	1727/2000	Punchsed	Sweep	4,770	DEUTSCHE BANC ALEK, BROWN CASH RESERVE FUND, INC PRIME SERIES	\$1	54,770,00 -
	Not purchases and sales						\$4,770.00 -
	Deposits						
	Other Deposits				Description		Ажоом
ι	1 2/24/2000				FUNDS RECEIVED		\$4,770,00
	Total other deposits				· · · · · · · · · · · · · · · · · · ·		\$4,770.00



Dautsche Banc Alex. Brown

Statement of Account November 1 to November 30, 2000 Account 223-78579

Page 4 of 5

Portfolio Activity continued
Other Activity in Your Account
Seniorous data

SHORT CALL PX OPTION EDR/GBP STRIKE 6157 PREM 314820 DTD 11/2700 PREM 12/15/00 SEE DR CYDERIM

Market Indices

Equities	Ситем	December 31, 1999	Change year to deta	
Dow Jones ladmated Average	10,414.49	11,497,12	9.4%	
NASDAQ Composite	2,597.93	4.069.31	36.2%-	
\$AP500	1,314.95	1,469.25	10.5%-	
MSCI EAFE	1.442.76	1,760.04	12.0% -	

Fixed Income Securities	Corns	December 31, 1999
Long term treasury bond yield	5.63%	6.48%
Lebeuse Brothers Intermediate US Credit Index	7.36%	0.16%

Disclosure

act notice promount we credit a given inchange lies and special of loss. Desait was on income upon the before the following, or credit as given inchange lies and special of loss. Desait was on income upon the distribution of common of earth sealor. Republic, he makes a relative to the common program. The Public Republic, he makes a relative promount of incomers of inchange regarding in Public Distribution. Program, The Public Distribution of the Common of the Common of the Common of the work as of the common of the work as of the common of the work as of the common of the common of the work as of the common of the common

Money Market Fund 7 Day Average Yields:

DE ALEX. BROWN CASH RESERVE PRIME	6.079
DB ALEX. BROWN CASH RESERVE TREASURY	5.84%
DB ALEX, BROWN CASH RESERVE TAX FREE	1 579

Your Standing Instructions are:

Purchases: Hold securities in street name Sales: Credit proceeds to account Income: Hold in account



Statement of Account November 1 to November 30, 2000 Account 223-78579

Page 5 of 5